No. 14-462

IN THE

Supreme Court of the United States

DIRECTV, INC.,

Petitioner,

v.

AMY IMBURGIA, ET AL.,

Respondents.

On Writ of Certiorari to the California Court of Appeal, Second District

JOINT APPENDIX

THOMAS C. GOLDSTEIN
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Counsel for Petitioner

May 29, 2015

PETITION FOR WRIT OF CERTIORARI FILED OCTOBER 21, 2014
CERTIORARI GRANTED MARCH 23, 2015

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APPELLATE COURTS
CASE INFORMATION

CALIFORNIA COURTS
THE JUDICIAL BRANCH OF CALIFORNIA

Supreme Court

Docket (Register of Actions)

IMBURGIA v. DIRECTV
Case Number S218686

Date	Description	Notes
05/19/2014	Petition for review filed	Defendant and Appellant: Directv, Inc. Attorney: Melissa D. Ingalls
05/19/2014	Record requested	
05/19/2014	Application to appear as counsel pro hac vice (pre-grant)	Christopher Landau of Washington, D.C. requests to appear as counsel pro hac vice on behalf of appellant.
05/22/2014	Received Court of Appeal record	one doghouse (volume 1 of 2)
06/10/2014	Answer to petition for review filed	Plaintiff and Respondent: Amy Imburgia Attorney: Paul Daniel Stevens Plaintiff and Respondent: Kathy Greiner Attorney: Paul Daniel Stevens Filed pursuant to CRC, rule 8.25(b).
06/19/2014	Reply to answer to petition filed	Defendant and Appellant: Directv, Inc. Attorney: Melissa D. Ingalls

07/10/2014	Time extended to grant or deny review	The time for granting or denying review in the above-entitled matter is hereby extended to and including August 15, 2014, or the date upon which review is either granted or denied.
07/23/2014	Petition for review denied	The application to appear as counsel pro hac vice is granted. Baxter, J., is of the opinion the petition should be granted.
07/31/2014	Returned record	1 doghouse

APPELLATE COURTS
CASE INFORMATION

CALIFORNIA COURTS
THE JUDICIAL BRANCH OF CALIFORNIA

2nd Appellate District

Docket (Register of Actions)

Imburgia et al. v. Directv, Inc.
Division 1
Case Number B239361

Date	Description	Notes
02/27/2012	Notice of appeal lodged/received.	noa 2/21/12 Directv, Inc.
02/27/2012	Filing fee.	check #97029
02/27/2012	Letter sent to:	all parties re: pro hac vice representation.
03/08/2012	Certificate of interested entities or persons filed by:	Attorney: Shaun Paisley Party: Directv Inc.
03/08/2012	Civil case information statement filed.	Attorney: Shaun Paisley Party: Directv Inc.
08/24/2012	Record on appeal filed.	C-7, R-1
08/24/2012	Order filed.	e-brief order issued to all counsel.
08/31/2012	Record imaged.	to ricoh
08/31/2012	Change of address filed for:	Consumer Watchdog - Harvey Rosenfield (Resp counsel)
08/31/2012	Default notice for responsive filing	Harvey Rosenfield c/o Consumer Watchdog (Resp

	fee sent to:	counsel)
09/05/2012	Record imaged.	from ricoh
09/06/2012	Filing fee.	Resp fee Check #67218
10/17/2012	Appellant notified re failure to timely file opening brief.	Directv, Inc.
11/01/2012	Appellant's opening brief.	Defendant and Appellant: Directv, Inc. Attorney: Robyn Eileen Bladow
11/02/2012	Filed proof of service.	re AOB on trial judge
11/30/2012	Received:	stip for ext of time to file RB & ARB; need association of counsel by Milstein Adelman LLP in regards to Amy Imburgia
12/07/2012	Association of attorneys filed for:	respondents Imburgia & Greiner; Evans Law Firm & Milstein Adelman LLP
12/07/2012	Stipulation of extension of time filed to:	Respondent's brief. Due on 12/26/2012 By 23 Day(s) **as to resp Imburgia & Greiner to 12/26/2012 & +20 days ARB**
12/07/2012	Respondent notified re failure to file respondent's brief.	resp Mecca
12/07/2012	Filed letter from:	atty Ingrid Evans in regards to Marlene Mecca who was

		dismissed out of the lower court action on 1/4/2011 and is not party to this appeal (see attached)
01/04/2013	Respondent notified re failure to file respondent's brief.	
01/22/2013	Respondent's brief.	Plaintiff and Respondent: Amy Imburgia Attorney: Mayo Lawrence Makarczyk Plaintiff and Respondent: Kathy Greiner Attorney: Freda Edith Mermelstein
02/13/2013	Stipulation of extension of time filed to:	Appellant's reply brief. Due on 03/25/2013 By 21 Day(s)
03/25/2013	Appellant's reply brief.	Defendant and Appellant: Directv, Inc. Attorney: Robyn Eileen Bladow
03/26/2013	Case fully briefed.	
04/09/2013	To court.	letter by aplt Directv with additional case cite; needs permission to file
04/30/2013	Filed letter from:	atty Robyn E. Bladow for appellant Directv, Inc., citing new authority (permission to filed is granted)
07/23/2013	To court.	letter by aplt Directv with additional case cite; needs

		permission to file
08/16/2013	To court.	letter by aplt DirectTV [*sic*] dtd 8-16-2013 re addtional [*sic*] case cite; needs permission to file
10/29/2013	To court.	letter by respondents Imburgia et al. undated re addtional [*sic*] case cite; needs permission to file
12/27/2013	To court.	letter brief by atty Paisley on behalf of aplt DirectTV [*sic*] dtd 12-27-2013 needs permission to file
12/27/2013	To court.	Appellant DirecTV's letter dtd 12-27-2013 submitting additional case cites; needs permission to file
01/06/2014	Filed proof of service.	Amended proof of service re Letter from atty Shaun Paisley rec'd on 12/27/2013
01/06/2014	Filed proof of service.	Amended Proof of Service re Appellant DirecTV's 2nd letter dtd 12-27-2013
01/07/2014	Filed additional cites for oral argument.	by aplt DirecTV, Inc. re Lombardi II; **filed by permission**
01/09/2014	Filed additional cites for oral argument.	by aplt DirecTV re Lombardi I; **filed by permission**
02/21/2014	Calendar notice sent. Calendar date:	3/19/14 @ 9:00 a.m.

03/03/2014	To court.	letter brief by aplt DirectTV [*sic*] re new authority (Ferguson); need permission to file
03/07/2014	To court.	letter brief by DirecTV re new authority (Sanchez); needs permission to file
03/10/2014	Letter brief filed.	Defendant and Appellant: Directv, Inc. Attorney: Robyn Eileen Bladow **by permission** (Ferguson)
03/11/2014	Letter brief filed.	Defendant and Appellant: Directv, Inc. Attorney: Robyn Eileen Bladow **by permission** (Sanchez)
03/14/2014	Letter brief filed.	Plaintiff and Respondent: Amy Imburgia Attorney: Ingrid Maria Evans **by permission** re new authority re Moreno
03/14/2014	Letter brief filed.	Defendant and Appellant: Directv, Inc. Attorney: Robyn Eileen Bladow **by permission** re new authority Murphy
03/14/2014	Letter brief filed.	Defendant and Appellant: Directv, Inc. Attorney: Robyn Eileen Bladow **by permission** re new authority (Amex)
03/19/2014	Cause argued and submitted.	

04/01/2014	To court.	Letter brief by DirecTV re Clements case; need permission to file
04/02/2014	Letter brief filed.	Defendant and Appellant: Directv, Inc. Attorney: Robyn Eileen Bladow **re Clements** by permission**
04/07/2014	Opinion filed.	(Signed Published) The order is affirmed. Respondents shall recover their costs of appeal./11 pgs/R-C-Miller
05/20/2014	Record transmitted to Supreme Court.	1x4"
05/20/2014	Service copy of petition for review received.	s218686
06/10/2014	Answer to petition for review received.	
07/10/2014	Ext. by Supreme Court re: petition for hearing filed:	
07/25/2014	Motion filed.	by atty Melissa D. Ingalls for appellant DIRECTV, Inc., Motion to Stay Issuance of Remittitur Pending Resolution of DIRECTV'S Petition for Writ of Certiorari to US Supreme Court
07/28/2014	Order filed.	Appellant's motion filed July 25, 2014 to stay issuance of remittitur is denied.

07/23/2014	Petition for review denied in Supreme Court.	
07/30/2014	Remittitur issued.	7/21.
07/30/2014	Case complete.	
08/06/2014	Record returned from Supreme Court.	1x4"

THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

CASE SUMMARY

Case Number: BC398295
AMY IMBURGIA ET AL VS DIRECTV INC

Filing Date: 09/17/2008
Case Type: Other Contract (General Jurisdiction)
Status: Pending

Cases Related: BC398431 on 09/29/2008

Cases Related: BC398316 on 09/29/2008

Future Hearings

08/07/2015 at 09:00 am in department 311 at 600 South Commonwealth Ave., Los Angeles, CA 90005 Status Conference (Joint status report to be filed by 7/31/15)

Parties

CONSUMER WATCHDOG Attorney for Plaintiff/Petitioner

DIRECTV INC. Defendant/Respondent

DOES 1-100 Defendant/Respondent

EVANS LAW FIRM Attorney for Plaintiff/Petitioner

GREINER KATHY [BC398431] Plaintiff/Petitioner

IMBURGIA AMY Plaintiff/Petitioner

KIRKLAND & ELLIS LLP Attorney for Defendant/Respondent

LAW OFFICES OF F. EDIE MERMELSTEIN Attorney for Plaintiff/Petitioner

MECCA MARLENE Plaintiff/Petitioner

MILSTEIN ADELMAN LLP Attorney for Plaintiff/Petitioner

PAUL GARY M. ESQ. Attorney for Plaintiff/Petitioner

SCHNEIDER WALLACE COTTRELL BRAYTON KONECK - Attorney for Plaintiff/Petitioner

SPRENGER & LANG PLLC Attorney for Plaintiff/Petitioner

WATERS KRAUS & PAUL Former Attorney for Pltf/Petnr

Documents Filed

02/18/2015 Stipulation and Order (continuing status conference pending resolution of Directv's petition for writ of certioraro [*sic*] conformed copy in pick up box) Filed by Attorney for Plaintiff/Petitioner

02/13/2015 Miscellaneous-Other
(CASE ANYWHERE POSTING)
Filed by Clerk

09/24/2014 Notice (OF ORDER STAYING PROCEEDINGS PENDING RESOLUTION OF DIRECTV'S PETITION FOR WRIT OF CERTIORARI TO U.S. SUPREME COURT AND SETTING STATUS CONFERENCE)
Filed by Attorney for Defendant/Respondent

09/11/2014 Stipulation and Order (staying proceedings pending resolution of Directv's petition for writ of Certiorari to United States Supreme Court conformed copy mailed)
Filed by Attorney for Defendant/Respondent

09/09/2014 Memo of Costs on Appeal ($1,504.45 COSTS ON APPEAL APPROVED 10/02/14 MEMO TO SCAN UNIT 10/02/14 COSTS ENTERED BASE ON REMITTITUR)
Filed by Attorney for Pltf/Petnr

08/25/2014 Notice of Status Conference filed (OF STATUS CONFERENCE AND ORDER)
Filed by Attorney for Plaintiff/Petitioner

08/14/2014 Notice (NOTICE OF STATUS CONFERENCE AND ORDER (6))
Filed by Court

08/08/2014 Remittitur (Remittitur issued on 7/30/14; S/T CC WON 8/12/14;)
Filed by Clerk

08/06/2014 Notice of Status Conference filed
Filed by Clerk

10/31/2013 Notice (of case reassignment)
Filed by Attorney for Defendant/Respondent

10/11/2012 Notice of Change of Address Filed by Attorney for Plaintiff/Petitioner

09/04/2012 Notice of Change of Address Filed by Attorney for Plaintiff/Petitioner

03/20/2012 Ntc to Reptr/Mon to Prep Transcrpt [*sic*] Filed by Clerk

03/09/2012 Notice of Designation of Record Filed by Attorney for Plaintiff/Appellant

03/02/2012 Notice (OF DESIGNATING RECORD ON APPEAL)
Filed by Attorney for Defendant/Respondent

03/02/2012 Notice of Designation of Record Filed by Attorney for Deft/Respnt

02/27/2012 Order (continuing status conference until conclusion of appeal and tolling time in which to bring action to trial conformed copy mailed)
Filed by Attorney for Defendant/Respondent

02/24/2012 Miscellaneous-Other (JOINT STATUS REPORT AND STIPULATION RE TOLLING OF TIME IN WHICH TO BRING ACTION TO TRIAL)
Filed by Attorney for Defendant/Respondent

02/22/2012 Notice (OF STAY OF ALL TRIAL COURT PROCEEDINGS PENDING APPEAL FROM ORDER DENYING DIRECTV'S MOTION TO DISMISS OR STAY PROCEEDINGS PENDING ARBITRATION AND TO COMPEL ARBITRATION)
Filed by Attorney for Defendant/Respondent

02/21/2012 Notice of Appeal
Filed by Attorney for Deft/Respnt

01/31/2012 Notice (OF ENTRY OF ORDERS AFTER HEARING)
Filed by Attorney for Plaintiff/Petitioner

12/14/2011 Notice (AND ORDER OF CASE REASSIGNMENT)
Filed by Attorney for Defendant/Respondent

12/02/2011 Miscellaneous-Other (SUPPLEMENT TO SUMBISSION [*sic*] IN SUPPORT OF MOTION TO COMPEL ARBITRATION)
Filed by Attorney for Defendant/Respondent

12/02/2011 Objection Document (PLNTFFS' OBJ & REPLY TO DIRECTV, INC.'S RESPONSE TO PLNTFFS' PRIOR OBJ TO DEFT'S SUPPLEMENTAL BRIEF ISO MTN TO COMPEL ARBITRATION)
Filed by Attorney for Plaintiff/Petitioner

12/01/2011 Notice (OF PROCEEDINGS)
Filed by Attorney for Defendant/Respondent

11/30/2011 Response (DIRECTV'S RESPONSE TO PLNTFFS' OBJ TO SUPPLEMENTAL BRIEF ISO MTN TO COMPEL ARBITRATION).
Filed by Attorney for Defendant/Respondent

11/22/2011 Objection Document (PLNTFFS' OBJ TO DEFTS SUPPLEMENTAL BRIEF RE: MTN TO COMPEL ARBITRATION)
Filed by Attorney for Plaintiff/Petitioner

11/18/2011 Brief-Supplemental (DIRECTV'S SUPPLEMENTAL BRIEF ISO MTN TO COMPEL ARBITRATION)
Filed by Attorney for Defendant/Respondent

11/17/2011 Brief (PLAINTIFF'S BRIEF RE: POST CONCEPCION DECISIONS Filed by: Milstein Adelman LLP On behalf of: Plaintiffs _____)
Filed by Attorney for Plaintiff/Petitioner

10/13/2011 Notice (of OCTOBER 12, 2011 HEARING ON DIRECT TV's MTN TO SEAL)
Filed by Attorney for Defendant/Respondent

10/12/2011 Order (GRANTING DIRECTV'S MOTION TO SEAL DOCUMENTS)
Filed by Attorney for Defendant/Respondent

10/04/2011 Notice (NTC OF NON-OPP TO DEFT'S MTN TO SEAL DOCUMENTS RE: BC398431 (GREINER))
Filed by Attorney for Plaintiff/Petitioner

09/15/2011 Objection Document (AND RESPONSE TO D's MISSTATEMENTS RE P's NTC OF ORDER IN FEDERAL PROCEEDINGS)
Filed by Attorney for Plaintiff/Petitioner

09/12/2011 Response (DIRECTV'S RESPONSE TO PLNTFFS' NTC OF ORDER IN FEDERAL MDL PROCEEDING)
Filed by Attorney for Defendant/Respondent

09/09/2011 Notice (NTC OF ORDER IN FEDERAL MDL PROCEEDING DENYING IN PART DEFT DIRECTV'S MTN TO COMPEL ARBITRATION)
Filed by Attorney for Plaintiff/Petitioner

08/30/2011 Notice (SECOND NTC OF RECENT AUTHORITY ISO DIRECTV'S MTN TO DISMISS OR STAY PROCEEDINGS PENDING ARBITRATION & TO COMPEL ARBITRATION)
Filed by Attorney for Defendant/Respondent

08/29/2011 Proof of Service
Filed by Attorney for Defendant/Respondent

08/29/2011 Declaration (DECL OF SHAUN PAISLEY ISO DIRECTV'S MTN TO SEAL DOCUMENTS)
Filed by Attorney for Defendant/Respondent

08/29/2011 Motion (DIRECTV'S NTC OF MTN & MTN TO SEAL DOCUMENTS)
Filed by Attorney for Defendant/Respondent

08/29/2011 Memorandum Other (MEMO OF Ps&As ISO DIRECTV'S MTN TO SEAL DOCUMENTS)
Filed by Attorney for Defendant/Respondent

08/26/2011 Notice (OF RECENT AUTHORITY IN SUPPORT OF MOTION TO DISMISS)
Filed by Attorney for Defendant/Respondent

08/22/2011 Proof of Service
Filed by Attorney for Defendant/Respondent

08/22/2011 Reply/Response (IN SUPPORT OF MOTION TO DECERTIFY CLASS)
Filed by Attorney for Defendant/Respondent

08/22/2011 Reply/Response (IN SUPPORT OF MOTION TO DISMISS)
Filed by Attorney for Defendant/Respondent

08/17/2011 Stipulation and Order (RE SEALING OF DOCUMENTS FILED WITH THE DECLARATION OF PAUL D. STEVENS)
Filed by Attorney for Plaintiff/Petitioner

08/16/2011 Proof of Service
Filed by Attorney for Defendant/Respondent

08/05/2011 Proof of Service (PROOF OF SERVICE OF OPP TO MTN TO DISMISS, OPP TO MTN TO DECERTIFY, DECL OF ANDREW OGILVIE, GARY S. SOTER, JOHN W. HANSON & PAUL STEVENS)
Filed by Attorney for Plaintiff/Petitioner

08/05/2011 Declaration (DECL OF PAUL D. STEVENS, ESQ. ISO PLNTFFS' OPP TO DEFT'S MTN TO COMPEL ARBITRATION ********** DOCUMENT ORDERED LODGED UNDER SEAL ON 8-17-11 PENDING MOTION TO SEAL)
Filed by Attorney for Plaintiff/Petitioner

08/05/2011 Declaration (DECL OF ANDREW OGILVIE, ESQ. ISO OPP TO THE MTN FOR STAY)
Filed by Attorney for Plaintiff/Petitioner

08/05/2011 Opposition Document (PLNTFFS' OPP TO DEFT'S MTN TO DISMISS OR STAY PROCEEDINGS PENDING ARBITRATION & TO COMPEL ARBITRATION ** DOCUMENT ORDERED LODGED UNDER ** SEAL 8-23-11 PENDING MTN. TO SEAL)
Filed by Attorney for Plaintiff/Petitioner

08/05/2011 Declaration (DECL OF JOHN W. HANSON ISO PLNTFFS' OPP TO DEFT'S MTN TO COMPEL ARBITRATION)
Filed by Attorney for Plaintiff/Petitioner

08/05/2011 Opposition Document (PLNTFFS' OPP TO DEFT'S MTN TO DECERTIFY)
Filed by Attorney for Plaintiff/Petitioner

08/05/2011 Declaration (DECL OF GARY S. SOTER ISO PLNTFFS' OPP TO DEFT'S MTN TO DISMISS)
Filed by Attorney for Plaintiff/Petitioner

07/28/2011 Order (GRANTING PLAINTIFFS' REQUEST FOR FURTHER RESPONSES TO SPECIAL INTERROGATORIES, SET FOUR)
Filed by Attorney for Plaintiff/Petitioner

07/20/2011 Notice (NTC OF ORDER RE: STIPULATION)
Filed by Attorney for Plaintiff/Petitioner

07/19/2011 Stipulation and Order (RE DEFENDANT'S MOTIONS TO COMPEL ARBITRATION AND DECERTIFY)
Filed by Attorney for Plaintiff/Petitioner

06/17/2011 Order (GRANTING DIRECTV'S MOTION TO SEAL DOCUMENTS)
Filed by Attorney for Defendant/Respondent

06/16/2011 Notice (NTC OF RECENT DEVELOPMENTS IN CELLPHONE)
Filed by Attorney for Plaintiff/Petitioner

06/10/2011 Notice (NTC OF SUBMISSION OF PROPOSED ORDER ON DIRECTV'S MTN TO SEAL, IN ACCORDANCE WITH MAY 18, 2011 RULING)
Filed by Attorney for Defendant/Respondent

06/10/2011 Proof of Service (PROOF OF SERVICE OF NTC OF SUBM., PROPOSED ORDER, PROOF OF SERVICE)
Filed by Attorney for Defendant/Respondent

05/20/2011 Notice (of MAY 18, 2011 HEARING)
Filed by Attorney for Defendant/Respondent

05/17/2011 Memorandum - Other (MEMO OF Ps&As ISO MTN TO DECERTIFY CLASS)
Filed by Attorney for Defendant/Respondent

05/17/2011 Declaration (DECL OF VALERIE W. MCCARTHY FILED ISO DIRECTV'S MTN TO COMPEL ARBITRAITON [*sic*])
Filed by Attorney for Defendant/Respondent

05/17/2011 Miscellaneous Other (PLNTFFS' STATEMENT RE: PROPOSED CLASS NOTICE)
Filed by Attorney for Plaintiff/Petitioner

05/17/2011 Motion (MTN TO DECERTIFY CLASS)
Filed by Attorney for Defendant/Respondent

05/17/2011 Motion (MTN TO DISMISS OR STAY PROCEEDINGS PENDING ARBITRATION & TO COMPEL ARBITRATION)
Filed by Attorney for Defendant/Respondent

05/17/2011 Declaration (DECL OF SHAUN PAISLEY ISO DEFT'S MTN TO DECERTIFY CLASS & MTN TO DISMISS OR STAY)
Filed by Attorney for Defendant/Respondent

05/17/2011 Memorandum Other (MEMO OF Ps&As ISO DIRECTV'S MTN TO DISMISS OR STAY & TO COMPEL ARBITRATION)
Filed by Attorney for Defendant/Respondent

05/17/2011 Proof of Service (PROOF OF SERVICE OF MTNS TO DISMISS OR STAY & MTN TO DECERTIFY CLASS AND SUPPORTING DOCUMENTS)
Filed by Attorney for Defendant/Respondent

05/17/2011 Report-Status (PLNTFFS' STATUS CONFERENCE STATEMENT)
Filed by Attorney for Plaintiff/Petitioner

05/12/2011 Notice of Ruling
Filed by Attorney for Defendant/Respondent

05/11/2011 Reply/Response (REPLY ISO DIRECTV'S MTN TO SEAL DOCUMENTS)
Filed by Attorney for Defendant/Respondent

05/10/2011 Order (GRANTING APPLICATION OF STEVEN M. SPRENGER TO APPEAR AS COUNSEL PRO HAC VICE **NO RETURN COPY SUBMITTED**)
Filed by Attorney for Plaintiff/Petitioner

05/09/2011 Order (AMENDED ORDER RE: CLASS CERTIFICATION)
Filed by Clerk

05/05/2011 Opposition Document (PLNTFFS' OPP TO DEFT'S MTN TO SEAL DOCUMENTS)
Filed by Attorney for Plaintiff/Petitioner

05/04/2011 Notice (NTC OF SUPPLEMENTAL EVIDENCE ISO DIRECTV'S MTN TO SEAL)
Filed by Attorney for Defendant/Respondent

05/04/2011 Report-Status (DIRECTV'S STATUS CONFERENCE STATEMENT)
Filed by Attorney for Defendant/Respondent

05/04/2011 Request (REQ. FOR CORRECTION OF CLERICAL ERROR IN APRIL 20, 2011 CLASS CERT ORDER)
Filed by Attorney for Defendant/Respondent

04/25/2011 Notice (RE: NOTICE OF RULING)
Filed by Attorney for Plaintiff/Petitioner

04/22/2011 Notice of Ruling (NTC OF RULING RE: CLASS CERT)
Filed by Attorney for Plaintiff/Petitioner

04/22/2011 Notice (NTC OF WITHDRAWAL OF BRYCE M, MILLER AS CNSL FOR PLNTFF AMY IMBURGIA & MARLENE MECCA)
Filed by Attorney for Plaintiff/Petitioner

04/22/2011 Application-Miscellaneous (NTC OF & APPL OF STEVEN M. SPENGER [*sic*] TO APPEAR PRO HAC VICE)
Filed by Attorney for Plaintiff/Petitioner

04/20/2011 Order (RE: CLASS CERTIFICATION)
Filed by Clerk

04/15/2011 Notice (NTC OF RECENT DEVELOPMENTS IN CELLPHONE)
Filed by Attorney for Defendant/Respondent

04/08/2011 Notice (NTC OF 4/6/11 HRGX)
Filed by Attorney for Defendant/Respondent

04/05/2011 Proof of Service
Filed by Attorney for Defendant/Respondent

04/05/2011 Declaration (DECL OF BLADOW ISO DIRECTV'S STATEMENT)
Filed by Attorney for Defendant/Respondent

04/05/2011 Miscellaneous-Other (DIRECTV'S STATEMENT RE: PLNTFFS' RESPONSE TO DIRECTV'S OBJ TO PLNTFFS' TEN-PAGES-TOO-LONG REPLY)
Filed by Attorney for Defendant/Respondent

03/30/2011 Objection Document (PLNTFFS' OBJ TO DEFT'S NTC OF SUPPLEMENTAL EVIDENCE ISO ITS OPP TO MTN FORCLASS CERT)
Filed by Attorney for Plaintiff/Petitioner

03/30/2011 Response (PLNTFFS' RESPONSE TO DIRECTV'S OBJ TO PAGE LENGTH OF PLNTFFS' REPLY BRIEF ISO MTN FOR CLASS CERT)
Filed by Attorney for Plaintiff/Petitioner

03/30/2011 Objection Document (PLNTFFS' OBJ TO DEFT'S STC STATEMENT)
Filed by Attorney for Plaintiff/Petitioner

03/29/2011 Objection Document (DIRECTV'S OBJ TO PLNTFF'S UNAUTHORIED [*sic*], 10-PAGES-TOO-LONG REPLY BRIEF ISO MTN FOR CLASS CERT)
Filed by Attorney for Defendant/Respondent

03/29/2011 Report-Status (DIRECTV'S STATUS CONFERENCE STATEMENT)
Filed by Attorney for Defendant/Respondent

03/29/2011 Proof of Service
Filed by Attorney for Defendant/Respondent

03/29/2011 Objection Document (DIRECTV'S OBJ. TO THE FELLMETH & EVANS DECL SUBMITTED WITH PLNTFF'S REPLY ISO MTN FOR CLASS CERT)
Filed by Attorney for Defendant/Respondent

03/29/2011 Brief-Supplemental (DIRECTV'S SUPPLEMENTAL BRIEF ADDRESSING EFFECT OF CELLPHONE)
Filed by Attorney for Defendant/Respondent

03/29/2011 Notice (NTC OF SUPPL. EVIDENCE ISO DIRECTV'S OPP TO PLNTFFS' MTN FOR CLASS CERT)
Filed by Attorney for Defendant/Respondent

03/29/2011 Brief-Supplemental (SUPPL. BRIEF ISO PLNTFFS' OPP TO DEFT'S MTN FOR JUDGMENT ON THE PLEADINGS & PLNTFFS' MTN FOR CLASS CERT)
Filed by Attorney for Plaintiff/Petitioner

03/15/2011 Stipulation and Order (CONTINUING HRG. DATES FOR PLTFS. MTN. FOR CLASS CERTIFICATION AND DEFTS. MTN. FOR JUDGMENT ON THE PLEADINGS, & SETTING SUPPLEMENTAL BRIEFING SCHEDULE)
Filed by Attorney for Defendant/Respondent

03/07/2011 Stipulation and Order (TO CONTINUE HRG. DATES)
Filed by Attorney for Plaintiff/Petitioner

03/01/2011 Reply/Response (REPLY ISO DIRECTV'S MTN FOR JUDGMENT ON THE PLEADINGS)
Filed by Attorney for Defendant/Respondent

02/24/2011 Declaration (DECL OF INGRID M. EVANS, ESQ,)
Filed by Attorney for Plaintiff/Petitioner

02/24/2011 Reply/Response (PLNTFFS' REPLY ISO MTN FOR CLASS CERT & APPOINTMENT OF CLASS CNSL)
Filed by Attorney for Plaintiff/Petitioner

02/24/2011 Declaration (DECL OF RYAN J. CLARKSON ISO PLNTFFS' OPP TO DEFT'S MTN FOR JUDGMENT ON THE PLEADINGS)
Filed by Attorney for Plaintiff/Petitioner

02/24/2011 Objection Document (PLNTFFS' OBJ TO EVIDENCE SUBMITTED BY DEFT ISO ITS OPP TO MTN FOR CLASS CERT)
Filed by Attorney for Plaintiff/Petitioner

02/24/2011 Opposition Document (PLNTFFS' OPP TO DEFT'S MTN FOR JUDGMENT ON THE PLEADINGS)
Filed by Attorney for Plaintiff/Petitioner

02/24/2011 Declaration (DECL OF ROBERT C. FELLMETH)
Filed by Attorney for Plaintiff/Petitioner

02/24/2011 Proof of Service
Filed by Attorney for Plaintiff/Petitioner

02/24/2011 Declaration (DECL OF PAUL D. STEVENS, ESQ.)
Filed by Attorney for Plaintiff/Petitioner

02/09/2011 Proof of Service (PROOF OF SERVICE OF OPP. & DECL)
Filed by Attorney for Defendant/Respondent

02/09/2011 Declaration (DECL OF ROBYN BLADOW ISO DIRECTV'S OPP TO PLNTFFS' EX PARTE APPL.)
Filed by Attorney for Defendant/Respondent

02/09/2011 Opposition Document (DIRECTV'S OPP TO PLNTFFS' EX PARTE APPL.)
Filed by Attorney for Defendant/Respondent

02/08/2011 Ex-Parte Application (PLNTFFS' EX PARTE APPL. FOR COMPLIANCE WITH COURT ORDERED BRIEFING SCHEDULE)
Filed by Attorney for Plaintiff/Petitioner

02/04/2011 Amended Proof of Service
Filed by Attorney for Defendant/Respondent

02/04/2011 Notice of Lodging (NTC OF LODGING OF AUDIO RECORDINGS OF EXHIBITS 13-23)
Filed by Attorney for Defendant/Respondent

02/03/2011 Declaration (OF GILBERT A. CALLO IN SUPPORT OF DIRECTV'S OPPOSITION TO PLAINTIFFS MOTION FOR CLASS CERTIFICATION)
Filed by Attorney for Defendant/Respondent

02/03/2011 Declaration (OF DYAN DECKER FILED IN SUPPORT OF DIRECTV'S OPPOSITION TO PLAINTIFFS' MO.FOR CLASS CERT.)
Filed by Attorney for Defendant/Respondent

02/03/2011 Declaration (OF VALERIE W. MCCARTHY FILED IN SUPPORT OF DIRECTV'S

OPPOSITION TO PLAINTIFFS' MO. FOR CLASS CERTIFICATION)
Filed by Attorney for Defendant/Respondent

02/03/2011 Declaration (OF JOSE CARDENAS IN SUPPORT OF DIRECTV'S OPPOSITION TO PLAINTIFFS MOTION FOR CLASS CERTIFICATION)
Filed by Attorney for Defendant/Respondent

02/03/2011 Declaration (OF ANNALISA PETERSON IN SUPPORT OF DIRECTV'S OPPOSITION TO PLAINTIFFS' MO. FOR CLASS CERT.)
Filed by Attorney for Defendant/Respondent

02/03/2011 Declaration (OF JAIME SICHLER FILED IN SUPPORT OF DIRECTV'S OPPOSITION TO PLAINTIFFS' MO. FOR CLASS CERT.)
Filed by Attorney for Defendant/Respondent

02/03/2011 Proof of Service
Filed by Attorney for Defendant/Respondent

02/03/2011 Declaration (OF TED OFFERMAN IN SUPPORT OF DIRECTV'S OPPOSITION TO PLAINTIFFS MOTION FOR CLASS CERTIFICATION)
Filed by Attorney for Defendant/Respondent

02/03/2011 Notice of Motion (FOR JUDGMENT ON THE PLEADINGS)
Filed by Attorney for Defendant/Respondent

02/03/2011 Declaration (OF ROBERT KNUDSEN IN SUPPORT OF DIRECTV'S OPPOSITION TO

PLAINTIFFS MOTION FOR CLASS CERTIFICATION)
Filed by Attorney for Defendant/Respondent

02/03/2011 Declaration (OF SHERRY KANG IN SUPPORT OF DIRECTV'S OPPOSITIOHN [*sic*] TO PLAINTIFFS' MO. FOR CLASS CERT.)
Filed by Attorney for Defendant/Respondent

02/03/2011 Declaration (OF DOUG EICHLER FILED IN SUPPORT OF DIRECTV'S OPPOSITION TO PLAINTIFFS' MO. FOR CLASS CERT.)
Filed by Attorney for Defendant/Respondent

02/03/2011 Declaration (OF DIRECTV SUBSCRIBERS' IN SUPPORT OF DIRECTV'S OPPOSITION TO PLAINTIFFS' MOTION FOR CLASS CERTIFICATION)
Filed by Attorney for Defendant/Respondent

02/03/2011 Objection Document (TO EVIDENCE SUBMITTED IN THE EVANS DECLARATION IN SUPPORT OF MOTION FOR CLASS CERTIFICATION)
Filed by Attorney for Defendant/Respondent

02/03/2011 Points and Authorities
Filed by Attorney for Defendant/Respondent

02/03/2011 Declaration (OF ROGER GARVIN IN SUPORT OF DIRECTV'S OPPOSITION TO PLAINTIFFS MOTION FOR CLASS CERTIFICATION)
Filed by Attorney for Defendant/Respondent

02/03/2011 Declaration (ANNALISA PETERSON IN SUPPORT OF DIRECTV'S OPPOSITION TO PLAINTIFFS MOTION FOR CLASS CERTIFICATION)
Filed by Attorney for Defendant/Respondent

02/03/2011 Declaration (OF CAITLIN BAILING IN SUPPORT OF DIRECTV'S OPPOSITION TO PLAINTIFFS MOTION FOR CLASS CERTIFICATION)
Filed by Attorney for Defendant/Respondent

02/03/2011 Declaration (OF COREY L. SAVORY IN SUPPORT OF DIRECTV'S OPPOSITION TO PLAINTIFFS MOTION FOR CLASS CERTIFICATION)
Filed by Attorney for Defendant/Respondent

02/03/2011 Opposition Document (TO PLAINTIFFS' MOTION FOR CLASS CERTIFICATION)
Filed by Attorney for Defendant/Respondent

02/03/2011 Declaration (OF ALISON BALE FILED IN SUPPORT OF DIRECTV'S OPPOSITION TO PLAINTIFFS' MOTION FOR CLASS CERTIFICATION)
Filed by Attorney for Defendant/Respondent

01/21/2011 Order (GRANTING APPLICATION OF BRYCE M. MILLER TO APPEAR AS COUNSEL PRO HAC VICE)
Filed by Attorney for Plaintiff/Petitioner

01/19/2011 Partial Dismissal (w/o Prejudice) (AS TO PLAINTIFF MARLENE MECCA ONLY WITHOUT PREJUDICE)
Filed by Attorney for Plaintiff/Petitioner

01/19/2011 Stipulation and Order (FOR REQUEST FOR DISMISSAL OF MARLENE MECCA WITHOUT PREJUDICE)
Filed by Attorney for Plaintiff/Petitioner

01/10/2011 Notice (PLNTFFS' NTC OF WITHDRAWAL WITHOUT PREJUDICE OF MTN TO COMPEL DEPO OF MIKE KRENICK AND SHANNON CAMPAIN (DTV'S DESIGNATED PERSONS MOST QUALIFIED) AND KERRIE DOWNEY)
Filed by Attorney for Plaintiff/Petitioner

01/07/2011 Notice-Change-Firm Name/Address (AS TO MILSTEIN, ADELMAN & KREGER, LLP RE: BC398431 (GREINER))
Filed by Attorney for Plaintiff/Petitioner

01/06/2011 Substitution of Attorney (AS TO INGRID M. EVANS & THE EVANS LAW FIRM IN PLACE OF WATERS KRAUS & PAUL)
Filed by Attorney for Plaintiff/Petitioner

12/27/2010 Application-Miscellaneous (NTC & APPL OF BRYCE M. MILLER TO APPEAR PRO HAC VICE)
Filed by Attorney for Plaintiff/Petitioner

12/17/2010 Declaration (DECL OF ROBYN BLADOW ISO EX PARTE APPL)
Filed by Attorney for Defendant/Respondent

12/17/2010 Order (GRANTING DIRECTV'S EX PART REQUEST FOR MODIFICATION OF BRIEFING SCHEDULE FOR PLAINTIFFS' MOTION FOR CLASS CERTIFICATION)
Filed by Attorney for Defendant/Respondent

12/17/2010 Ex-Parte Application (EX PARTE APPL FOR MODIFICATION OF BRIEFING SCHEDULE)
Filed by Attorney for Defendant/Respondent

12/17/2010 Proof of Service (OF EX PARTE APPL)
Filed by Attorney for Defendant/Respondent

12/13/2010 Motion to Compel (MTN TO COMPEL DEPO OF MIKE KRENK & SHANNON CAMPAIN)
Filed by Attorney for Plaintiff/Petitioner

12/13/2010 Memorandum - Other (MEMO OF Ps&As ISO PLNTFFS' MTN TO COMPEL DEPO OF MIKE KRENK & SHANNON CAMPAIN)
Filed by Attorney for Plaintiff/Petitioner

12/13/2010 Declaration (DECL OF INGRID M. EVANS ISO MTN TO COMPEL DEPOS)
Filed by Attorney for Plaintiff/Petitioner

12/09/2010 Notice (NTC OF ERRATA RE PLNTFFS' STATUS CONFERENCE STATEMENT)
Filed by Attorney for Plaintiff/Petitioner

12/08/2010 Proof of Service
Filed by Attorney for Defendant/Respondent

12/08/2010 Report-Status (DIRECTV'S STATUS CONFERENCE STATEMENT)
Filed by Attorney for Defendant/Respondent

12/08/2010 Report-Status (PLNTFFS' STATUS CONFERENCE STATEMENT)
Filed by Attorney for Plaintiff/Petitioner

12/08/2010 Declaration (DECL OF SHAUN PAISLEY FILED IN CONJUCTION [*sic*] WITH DIRECTV'S STC STATEMENT)
Filed by Attorney for Defendant/Respondent

12/01/2010 Declaration (DECL OF SHAUN PAISLEY ISO DIRECTV'S MTN TO SEAL DOCUMENTS)
Filed by Attorney for Defendant/Respondent

12/01/2010 Motion (DIRECTV'S NTC OF MTN & MTN TO SEAL DOCUMENTS)
Filed by Attorney for Defendant/Respondent

12/01/2010 Proof of Service
Filed by Attorney for Defendant/Respondent

12/01/2010 Memorandum - Other (MEMO OF Ps&As ISO DIRECTV'S MTN TO SEAL DOCUMENTS)
Filed by Attorney for Defendant/Respondent

11/19/2010 Notice (PLNTFF'S NTC OF INTENT TO LODGE "CONDITIONALLY UNDER SEAL" MATERIAL PRODUCED IN DISCOVERY &

DESIGNATED CONFIDENTIAL BY OTHER PARTY)
Filed by Attorney for Plaintiff/Petitioner

11/19/2010 Proof of Service
(MTN FORCLASS CERT, ETC)
Filed by Attorney for Plaintiff/Petitioner

11/19/2010 Declaration (DECL OF PAMELA PRESSLEY ISO MTN FOR CLASS CERT)
Filed by Attorney for Plaintiff/Petitioner

11/19/2010 Declaration (DECL OF RYAN J. CLARKSON ISO MTN FOR CLASS CERT)
Filed by Attorney for Plaintiff/Petitioner

11/19/2010 Declaration (DECL OF F. EDIE MERMELSTEIN ISO MTN FOR CLASS CERT)
Filed by Attorney for Plaintiff/Petitioner

11/19/2010 Memorandum Other (PLNTFFS' MEMO OF Ps&As ISO MTN FOR CLASS CERT)
Filed by Attorney for Plaintiff/Petitioner

11/19/2010 Declaration (DECL OF INGRID M. EVANS ISO MTN FOR CLASS CERT [REDACTED])
Filed by Attorney for Plaintiff/Petitioner

11/19/2010 Declaration (DECL OF PAUL D. STEVENS ISO MTN FOR CLASS CERT)
Filed by Attorney for Plaintiff/Petitioner

11/19/2010 Motion (MTN FOR CLASS CERT & FOR APPNTMNT OF CLASS CNSL)
Filed by Attorney for Plaintiff/Petitioner

11/19/2010 Request for Judicial Notice Filed by Attorney for Plaintiff/Petitioner

09/20/2010 Stipulation and Order (CONTINUING CLASS CERTIFICATION AND DISCOVERY DEADLINES)
Filed by Attorney for Plaintiff/Petitioner

08/02/2010 Proof of Service (ON ORDER CONTINUING CLASS CERTIFICATION AND DISCOVERY DEADLINES)
Filed by Attorney for Plaintiff/Petitioner

08/02/2010 Notice (OF UNAVAILABILITY OF PLAINTIFFS' COUNSEL)
Filed by Attorney for Plaintiff/Petitioner

07/22/2010 Stipulation and Order (CONTINUING CLASS CERTIFICATION AND DISCOVERY DEADLINES)
Filed by Attorney for Plaintiff/Petitioner

04/01/2010 Notice (NTC OF ENTRY OF STIPULATED PROTECTIVE ORDER)
Filed by Attorney for Defendant/Respondent

03/25/2010 Stipulation and Order (RE: PROTECTIVE ORDER)
Filed by Attorney for Plaintiff/Petitioner

03/15/2010 Response (RESPONSE TO NON-PARTY FEDERAL COURT PLNTFFS' EX PARTE APPL.)
Filed by Attorney for Defendant/Respondent

03/12/2010 Ex-Parte Application (FOR ORDER STAYING DEPO)
Filed by Attorney for Plaintiff/Petitioner

03/12/2010 Response (PRELIMINARY RESPONSE TO FEDERAL COURT PLNTFF)
Filed by Attorney for Defendant/Respondent

03/12/2010 Notice (NTC OF INTENT TO APPEAR BY TELEPHONE)
Filed by Attorney for Defendant/Respondent

02/16/2010 Answer to First Amended Complaint (DIRECTV'S ANS TO PLNTFFS' 1ST AMENDED CLASS ACTION COMPLAINT)
Filed by Attorney for Defendant/Respondent

02/08/2010 Opposition Document (PLNTFFS' OPP TO DEFT'S NTC OF WITHDRAWAL OF DEM)
Filed by Attorney for Plaintiff/Petitioner

02/04/2010 Report-Status (PLNTFFS' STATUS CONFERENCE STATEMENT)
Filed by Attorney for Plaintiff/Petitioner

02/04/2010 Proof of Service (PLNTFFS' STATUS CONFERENCE STATEMENT & PROOF OF SERVICE)
Filed by Attorney for Plaintiff/Petitioner

02/04/2010 Report-Status (REPORT RE CONFERENCE IN MULTIDISTRICT LITIGATION & NTC OF WITHDRAWAL OF DEM.)
Filed by Attorney for Defendant/Respondent

01/19/2010 Miscellaneous-Other (STATEMENT REGARDING STATUS OF RELATED FEDERAL PROCEEDINGS)
Filed by Attorney for Defendant/Respondent

12/21/2009 Notice of Change of Address (FOR WATERS, KRAUS & PAUL)
Filed by Attorney for Plaintiff/Petitioner

12/15/2009 Notice of Change of Address (OF CNSL FOR DEFT DIRECTV, INC.)
Filed by Attorney for Defendant/Respondent

11/16/2009 Reply/Response (PLNTFFS' REPLY TO DEFT'S OPP TO MTN FOR PREL INJUNCTION)
Filed by Attorney for Plaintiff/Petitioner

11/16/2009 Response (PLNTFFS' RESPONSE TO DIRECTV'S EVIDENTIARY OBJ. TO DECLARATIONS FILED ISO PLNTFFS' MTN FOR PRELIM INJUNCTION)
Filed by Attorney for Plaintiff/Petitioner

11/16/2009 Declaration (OF SHAUN PAISLEY ISO DIRECTV'S RENEWED MTN TO STAY)
Filed by Attorney for Defendant/Respondent

11/16/2009 Objection Document (PLNTFFS' EVIDENTIARY OBJ. TO DECL. FILED INSO

DEFT'S OPP TO MTN FOR PRELIMINARY INJUNCTION)
Filed by Attorney for Plaintiff/Petitioner

11/16/2009 Reply/Response (ISO DIRECTV'S RENEWED MTN TO STAY PENDING THE CONCLUSION OF FEDERAL MULTIDISTRICT LITIGATION)
Filed by Attorney for Defendant/Respondent

11/16/2009 Proof of Service (OF REPLY TO OPP TO MTN FOR PRELIM INJUNCTION; EVIDENTIARY OBJ. TO DECLARATIONS; RESPONSE TO EVIDENTIARY OBJ.; PROOF OF SERVICE)
Filed by Attorney for Plaintiff/Petitioner

11/13/2009 Order (GRANTING APPLICATION OF WILLIAM M. SWEETNAM TO APPEAR AS COUNSEL PRO HAC VICE)
Filed by Attorney for Plaintiff/Petitioner

11/12/2009 Notice (OF WITHDRAWAL OF DANIEL C. BRYDEN)
Filed by Attorney for Plaintiff/Petitioner

11/09/2009 Declaration (OF KAREN K. LEEVER ISO DIRECTV'S OPP TO PLNTFFS' MTN FOR PRELIMINARY INJUNCTION)
Filed by Attorney for Defendant/Respondent

11/09/2009 Opposition Document (PLNTFFS' OPP TO DIRECT, INC.'S RENEWED MTN TO STAY)
Filed by Attorney for Plaintiff/Petitioner

11/09/2009 Objection Document (DIRECTV'S EVIDENTIARY OBJECTIONS TO DECL OF MARY COX, RAUL FLORES, LETICIA CASTRO & KEVIN KUHLKEN)
Filed by Attorney for Defendant/Respondent

11/09/2009 Declaration (OF COREY L. PETTER ISO DIRECTV'S OPP TO PLNTFFS' MTN FOR PRELIM INJUNC)
Filed by Attorney for Defendant/Respondent

11/09/2009 Proof of Service (OF OPP, DECL, PROOF OF SERVICE AND PROPOSED ORDER)
Filed by Attorney for Plaintiff/Petitioner

11/09/2009 Declaration (OF HARVEY ROSENFIELD ISO PLNTFFS' OPP TO RENEWED MTN TO STAY)
Filed by Attorney for Plaintiff/Petitioner

11/09/2009 Declaration (OF GARY QUALLS ISO DIRECTV'S OPP TO PLNTFFS' MTN FOR PRELIM INJUNC)
Filed by Attorney for Defendant/Respondent

11/09/2009 Proof of Service (OPP, EVIDENTIARY OBJECTIONS, DECLARATIONS, COMPENDIUM OF NON-CALIFORNIA & ELECTRONICALLY-PUBLISHED AUTHORITIES, AND PROOF OF SERVICE)
Filed by Attorney for Defendant/Respondent

11/09/2009 Opposition Document (TO PLNTFFS' MTN FOR PRLIMINARY [*sic*] INJUNCTION)
Filed by Attorney for Defendant/Respondent

11/09/2009 Declaration (OF CHRISTOPHER A. MURPHY ISO DIRECTV'S OPP TO PLNTFFS' MTN FOR PRELIMINARY INJUNCTION)
Filed by Attorney for Defendant/Respondent

11/09/2009 Declaration (OF ROGER GARVIN FILED ISO DIRECTV'S OPP TO PLNTFFS' MTN FOR PRELIMINARY INJUNCTION)
Filed by Attorney for Defendant/Respondent

11/09/2009 Declaration (OF VALERIE W. MCCARTHY ISO DIRECTV'S OPP TO PLNTFFS' MTN FOR PRELIMINARY INJUNCTION)
Filed by Attorney for Defendant/Respondent

10/22/2009 Response (TO PLNTFFS' EX PARTE APPL)
Filed by Attorney for Defendant/Respondent

10/22/2009 Ex-Parte Application (TO SET DEFENDANT'S RENEWED MTN FOR STAY FOR HRG ON 11/24/09 & FOR ADDITIONAL TIME TO OPPOSE)
Filed by Attorney for Plaintiff/Petitioner

10/20/2009 Report-Status (DIRECTV'S STATUS CONFERENCE STATEMENT)
Filed by Attorney for Defendant/Respondent

10/20/2009 Report-Status (PLNTFFS' CMC STATEMENT)
Filed by Attorney for Plaintiff/Petitioner

10/14/2009 Declaration (OF ROBYN BLADOW ISO DIRECTV'S RENEWED MTN TO STAY)
Filed by Attorney for Defendant/Respondent

10/14/2009 Reply/Response (ISO DIRECTV'S DEM)
Filed by Attorney for Defendant/Respondent

10/14/2009 Notice (OF RENEWED MTN TO STAY)
Filed by Attorney for Defendant/Respondent

10/14/2009 Motion (RENEWED MTN TO STAY PENDING THE CONCLUSION OF FEDERAL MULTIDISTRICT PROCEEDINGS)
Filed by Attorney for Defendant/Respondent

10/14/2009 Proof of Service
Filed by Attorney for Defendant/Respondent

10/14/2009 Stipulation and Order (AMENDING HRG. DATE ON PLTFS. MTN. FOR PRELIMINARY INJUNCTION)
Filed by Attorney for Defendant/Respondent

10/13/2009 Notice
Filed by Attorney for Plaintiff/Petitioner

10/13/2009 Proof of Service
Filed by Attorney for Plaintiff/Petitioner

10/08/2009 Proof of Service
Filed by Attorney for Plaintiff/Petitioner

10/07/2009 Points and Authorities (PLNTFFS' MEMO OF Ps&As IN OPP TO DEF. DIRECTV,

INC.'S DEM. TO THE 1ST AMENDED COMPLAINT)
Filed by Attorney for Plaintiff/Petitioner

10/02/2009 Substitution of Attorney (NOTCE [*sic*] OF, AS TO DAVID L. CHANG)
Filed by Attorney for Plaintiff/Petitioner

09/28/2009 Notice (OF AMENDMENT TO DEM TO FAC)
Filed by Attorney for Defendant/Respondent

09/21/2009 Proof of Service (MTN FOR PRELIM INJUNC; DECLARATION; PROPOSED ORDER; APPENDIX;)
Filed by Attorney for Plaintiff/Petitioner

09/21/2009 Declaration (OF PLAINTIFF KATHY GREINER ISO MTN FOR PRELIM INJUNC.)
Filed by Attorney for Plaintiff/Petitioner

09/21/2009 Motion (FOR PRELIMINARY INJUNCTION)
Filed by Attorney for Plaintiff/Petitioner

09/21/2009 Declaration (OF JENNIFER STEINBERG ISO MTN FOR PRELIM INJUNC)
Filed by Attorney for Plaintiff/Petitioner

09/21/2009 Declaration (OF PLAINTIFF MARLENE MECCA ISO MTN FOR PRELIM INJUNC.)
Filed by Attorney for Plaintiff/Petitioner

09/21/2009 Declaration (OF PLAINTIFF AMY IMBURGIA ISO MTN FOR PRELIM INJUNC.)
Filed by Attorney for Plaintiff/Petitioner

09/21/2009 Points and Authorities (MEMO OF Ps&As ISO MTN FOR PRELIM INJUNC,)
Filed by Attorney for Plaintiff/Petitioner

09/21/2009 Declaration (OF PUTATIVE CLASS MEMBER MARY COX ISO MTN FOR PRELIM INJUNC.)
Filed by Attorney for Plaintiff/Petitioner

09/21/2009 Declaration (OF NON-PARTY LETICIA CASTRO ISO MTN FOR PRELIM INJUNC.)
Filed by Attorney for Plaintiff/Petitioner

09/21/2009 Declaration (OF PUTATIVE CLASS MEMBER RAUL FLORES ISO MTN FOR PRELIM INJUNC.)
Filed by Attorney for Plaintiff/Petitioner

09/21/2009 Declaration (OF PUTATIVE CLASS MEMBER KEVIN KUHLKEN ISO MTN FOR PRELIM INJUNC.)
Filed by Attorney for Plaintiff/Petitioner

09/18/2009 Demurrer (TO FAC)
Filed by Attorney for Defendant/Respondent

09/18/2009 Points and Authorities (MEMO OF Ps&As ISO DEM)
Filed by Attorney for Defendant/Respondent

09/18/2009 Proof of Service (OF DEM; MEMO OF Ps&As; COMPENDIUM OF NON-CALIFORNIA AUTHORITIES; PROPOSED ORDER; PROOF OF SERVICE)
Filed by Attorney for Defendant/Respondent

07/09/2009 Notice (re status of first-filed Federal Proceedings)
Filed by Attorney for Defendant/Respondent

03/17/2009 Proof of Service (OF FIRST AMENDED CLASS ACTION COMPLAINT)
Filed by Attorney for Plaintiff/Petitioner

03/16/2009 First Amended Complaint
Filed by Attorney for Plaintiff/Petitioner

02/06/2009 Reply/Response (ISO DIRECTV, INC'S MTN TO STAY PENDING THE CONCLUSION OF FIRST FILED FEDERAL PROCEEDINGS)
Filed by Attorney for Defendant/Respondent

02/06/2009 Supplemental Declaration (OF ROBYN E. BLADOW ISO DIRECTV, INC.'S MTN TO STAY)
Filed by Attorney for Defendant/Respondent

02/05/2009 Order (GRANTING APPLICATION OF GARRETT W. WOTKYNS TO APPEAR AS COUNSEL PRO HAC VICE)
Filed by Attorney for Plaintiff/Petitioner

02/02/2009 Declaration (OF LAUNA N, EVERMAN ISO PLNTFFS' OPP. TO MTN TO STAY)
Filed by Attorney for Plaintiff/Petitioner

02/02/2009 Opposition Document (TO DIRECTV, INC'S MTN TO STAY)
Filed by Attorney for Plaintiff/Petitioner

01/22/2009 Declaration (OF ROBYN E. BLADOW ISO MTN TO STAY)
Filed by Attorney for Defendant/Respondent

01/20/2009 Memorandum Other (ISO DIRECTV, INC.'S MTN TO STAY PENDING THE CONCLUSION OF FIRST FILED FEDERAL PROCEEDINGS)
Filed by Attorney for Defendant/Respondent

01/20/2009 Motion (TO STAY PENDING CONCLUSION OF FIRS-FILED FEDERAL PROCEEDINGS)
Filed by Attorney for Defendant/Respondent

01/09/2009 Application-Miscellaneous (OF GARRETT W. WOTKYNS TO APPEAR PRO HAC VICE)
Filed by Attorney for Plaintiff/Petitioner

01/09/2009 Proof of Service (APPL, FOR PRO HAC VICE & PROPOSED ORDER)
Filed by Attorney for Plaintiff/Petitioner

01/02/2009 Miscellaneous-Other (JOINT INITIAL STATUS CONFERENCE REPORT)
Filed by joined Party

12/16/2008 Notice (OF APPEARNCE [*sic*] FOR COUNSEL OF DIRECTV, INC.)
Filed by Attorney for Defendant/Respondent

12/09/2008 Order (GRANTING APPLICATION OF DANIEL BRYDEN TO APPEAR AS COUNSEL PRO HAC VICE)
Filed by Attorney for Plaintiff/Petitioner

12/09/2008 Order (GRANTING APPLICATION OF DEANNA DAILEY TO APPEAR AS COUNSEL PRO HAC VICE)
Filed by Attorney for Plaintiff/Petitioner

12/02/2008 Order (INITIAL STATUS CONFERENCE ORDER)
Filed by Clerk

12/02/2008 Notice (OF APPEARANCE)
Filed by Attorney for Plaintiff/Petitioner

11/19/2008 Declaration (AMENDED DECL. OF DANIEL BRYDEN TO APPEAR PRO HAC VICE)
Filed by Attorney for Plaintiff/Petitioner

11/19/2008 Declaration (AMENDED DECL. OF DEANN DAILEY TO APPEAR PRO HAC VICE)
Filed by Attorney for Plaintiff/Petitioner

11/19/2008 Proof of Service (AMENDED DECLARATIONS)
Filed by Attorney for Plaintiff/Petitioner

11/13/2008 Notice (OF ORDER RE: REASSIGNMENT OF MATTERS TO THE HON. EMILIE H. ELIAS)
Filed by Attorney for Defendant/Respondent

11/05/2008 Notice (of order granting peremptory challenge and transferring cases for reassignment)
Filed by Attorney for Deft/Respnt

10/29/2008 Application-Miscellaneous (OF DEANNA DAILEY TO APPEAR AS COUNSEL PRO HAC VICE)
Filed by Attorney for Plaintiff/Petitioner

10/29/2008 Application-Miscellaneous (OF DANIEL BRYDEN TO APPEAR AS COUNSEL PRO HAC VICE)
Filed by Attorney for Plaintiff/Petitioner

10/29/2008 Proof of Service (OF APPLICATION FOR PRO HAC VICE OF DEANNA DAILEY & DANIEL BRYDEN)
Filed by Attorney for Plaintiff/Petitioner

10/24/2008 CCP 170.6 Application Filed (DIRECTV'S MOTION TO DISQUALIFY PURSUANT TO CAL. CIV. PROC. CODE 170.6; AFFIDAVIT OF PREJUDICE)
Filed by Attorney for Defendant/Respondent

10/23/2008 Proof of Service
Filed by Attorney for Plaintiff/Petitioner

10/23/2008 Declaration (OF JOSHUA G. KONECKY REGARDING VENUE FOR CONSUMER LEGAL REMEDIES ACT)
Filed by Attorney for Plaintiff/Petitioner

10/06/2008 Proof of Service (OF SUMMONS)
Filed by Attorney for Plaintiff/Petitioner

09/17/2008 Complaint

Proceedings Held

02/27/2012 at 08:30 am in Department 311, JOHN SHEPARD WILEY JR, Presiding Non-Appearance (Case Review) **Completed**

01/26/2012 at 08:30 am in Department 311, JOHN SHEPARD WILEY JR, Presiding Motion to Compel **Denied**

12/15/2011 at 11:00 am in Department 311, JOHN SHEPARD WILEY JR, Presiding Telephonic Conference **Completed**

12/01/2011 in Department 324, Emilie H. Elias, Presiding Order Re: Reassignment of Case **Completed**

11/18/2011 at 09:00 am in Department 324, Emilie H. Elias, Presiding Non-Appearance (Case Review) (RE MTN. TO DECERTIFY AND MTN. TO DISMISS OR STAY PROCEEDING SPENDING ARBITRATION) **Completed**

10/12/2011 at 09:00 am in Department 324, Emilie H. Elias, Presiding Motion (MTN TO SEAL DOCUMENTS) - **Granted**

08/31/2011 at 10:00 am in Department 324, Emilie H. Elias, Presiding Motion to Dismiss (ARBITRATION, MTN, TO DECERTIFY & STC

PER CRTS OWN MTN STC C/F 8/8/11) **Held-Continued**

07/13/2011 in Department 324, Emilie H. Elias, Presiding Telephonic Conference - **Completed**

06/10/2011 at 09:00 am in Department 324, Emilie H, Elias, Presiding Non-Appearance (Case Review) (RE MOTION TO SEAL**COURT DARK THIS DATE**ORDER SIGNED ON 6-17- 11)-**Not held**

05/18/2011 at 10:00 am in Department 324, Emilie H. Elias, Presiding Status Conference (& MTN TO SEAL DOCUMENTS) - **Held-Continued**

05/09/2011 in Department 324, Emilie H, Elias, Presiding Court Order - **Completed**

04/20/2011 in Department 324, Emilie H. Elias, Presiding Ruling on Submitted Matter - **Completed**

4/06/2011 at 02:30 pm in Department 324, Emilie H. Elias, Presiding Status Conference (MTN, FOR CLASS CERT. AND MTN. FOR JUDGMENT ON THE PLEADINGS) **Completed**

03/08/2011 at 01:45 pm in Department 324, Emilie H. Elias, Presiding Status Conference (MTN. FOR CLASS CERT. AND MTN. FOR JUDGMENT ON THE PLEADINGS c/t 3-29-11 by stip & ord.) **Continued by Stipulation**

02/09/2011 at 08:30 am in Department 324, Emilie H, Elias, Presiding Ex parte proceeding (EX PARTE

APPL. FOR COMPLIANCE WITH COURT ORDER) **Denied**

12/17/2010 at 08:30 am in Department 324, Emilie H. Elias, Presiding Ex parte proceeding (EX PARTE APPL FOR MODIFICATION OF BRIEFING SCHEDULE) - **Granted**

12/15/2010 at 01:30 pm in Department 324, Emilie H. Elias, Presiding Status Conference (C/F 10-15-10 ADV TIME FROM 1:45 TO 1:30, MRS. BLADOW TO GIVE NTC) - **Completed**

03/15/2010 at 08:30 am in Department 324, Emilie H. Elias, Presiding Ex parte proceeding (EX PARTE APPL FOR ORDER STAYING DEPOSITION OF ABSENT CLASS MEMBERS) **Moot**

02/08/2010 at 10:00 am in Department 324, Emilie H, Elias, Presiding Status Conference **Completed**

11/24/2009 at 01:45 pm in Department 324, Emilie H, Elias, Presiding Motion (FOR PRELIMINARY INJUNCTION) **Completed**

10/22/2009 at 08:30 am in Department 324, Emilie H. Elias, Presiding Status Conference **Completed**

07/10/2009 at 01:45 pm in Department 324, Emilie H, Elias, Presiding Status Conference (& MTN. TO STAY) **Completed**

04/07/2009 at 10:00 am in Department 308, Emilie H. Elias, Presiding •Motion for Stay of Proceedings (TO STAY PROCEEDINGS) **Continued by Court**

03/23/2009 at 11:00 am in Department 308, Emilie H. Elias, Presiding Motion for Stay of Proceedings **Completed**

02/18/2009 at 01:45 pm in Department 308, Emilie H. Elias, Presiding Motion for Stay of Proceedings (C/T 3-23-09) **Continued by Court**

02/17/2009 in Department 308, Emilie H. Elias, Presiding Court Order - **Completed**

01/09/2009 at 01:45 pm in Department 308, Emilie H. Elias, Presiding Initial Status Conference **Completed**

12/02/2008 in Department 308, Emilie H. Elias, Presiding Court Order **Completed**

11/04/2008 at 08:30 am in Department 322, Peter D. Lichtman, Presiding Affidavit of Prejudice **Completed**

10/23/2008 in Department 322, Peter D. Lichtman, Presiding Court Order - **Completed**

09/29/2008 at 08:30 am in Department 324, VICTORIA CHANEY, Presiding Court Order **Court makes order**

Melissa D. Ingalls (S.B.N. 174861)
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ORIGINAL FILED
FEB 18 2009
LOS ANGELES
SUPERIOR
COURT

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

AMY IMBURGIA and MARLENE MECCA, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

DIRECTV, INC.,

Defendant.

KATHY GREINER, on behalf of herself and all others similarly situated,

Plaintiff,

vs.

DIRECTV, INC.,

Defendant.

LEAD CASE NO. BC398295
Related Case: BC398431

REPLY IN SUPPORT OF DIRECTV, INC.'S MOTION TO STAY PENDING THE CONCLUSION OF FIRST-FILED FEDERAL PROCEEDINGS

Hearing:	02/18/2009
Judge:	Hon. Emilie H. Elias
Dept.:	308
Lead Comp. Filed:	09/17/2008
Greiner Comp. Filed:	09/18/2008
Trial date:	None

THIS DOCUMENT RELATES TO ALL ACTIONS

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2. Granting a stay would not "dilute" rights or unreasonably delay resolution of California consumers' claims.

Plaintiffs try to cast this lawsuit not as a means to preserve Plaintiffs' counsel hopes of sharing in any judgment or settlement relating to DIRECTV's early cancellation fees, but as a way of preventing the consumer protection and class action laws in California from being "circumvent[ed]." *See* Pls.' Opp. at 9. According to Plaintiffs, DIRECTV is seeking to litigate only the federal action because it wishes to bog that action down in choice-of-law and arbitration motions so that consumers never get their day in court under California law. *See id.* at 8-10. Plaintiffs describe this motion as a "strategic attempt to forum shop and halt litigation in the jurisdiction with the most favorable consumer protection laws." *Id.* at 9.

This argument is inaccurate on several levels. The Customer Agreement between DIRECTV and its customers provides that the customer's home state laws will govern the relationship, and that any disputes will be resolved in individual arbitration if the customer's home state laws enforce the parties' arbitration agreement. Because California law would not enforce the arbitration agreement as between DIRECTV and California customers, DIRECTV has not sought and will not seek to arbitrate disputes with California customers. The federal action includes three California named plaintiffs who are asserting California law claims

against DIRECTV. DIRECTV has so far responded to two of the initial complaints brought by California-resident plaintiffs, Annette Kahaly and Maureen Van Meter, and it did not move to compel arbitration in either case. *See* Bladow Supp. Decl. ¶ 2. Regardless of what choice-of-law and arbitration arguments DIRECTV makes against non-California customers, therefore, DIRECTV will have to defend against California consumer protection claims in federal court brought by California plaintiffs on behalf of a putative class of California consumers that includes Plaintiffs and their own proposed class. Nowhere do Plaintiffs explain how it is that rights under California law will be "diluted" or "circumvented."

Second, the picture Plaintiffs paint of a federal action bogging down in appeals and taking years to resolve at the expense of California consumers' claims is not accurate. Even if appellate issues arise as to the applicability of choice-of-law or arbitration provisions to non-California consumers' claims, the three California plaintiffs may proceed in the interim on behalf of a California class. Indeed, the DIRECTV litigation that Plaintiffs cite to support their argument that federal proceedings will last many years demonstrates that there will be no such delay. It is true that in *Masters v. DIRECTV, Inc. et al.*, Case No. 08-00906 FMC (VBKx) (brought by a Montana plaintiff) and *Murphy v. DIRECTV, Inc. et al.*, Case No. 07-6465, FMC (VBKx) (brought by a Georgia plaintiff), there is an appeal pending on choice-of-law and arbitration issues in the Ninth Circuit. What Plaintiffs fail to mention is that there is a third related case before the same judge and brought by the same counsel as the *Murphy* and

Masters cases, *Welch v. DIRECTV, Inc. et al.*, Case No. CV 08-01558 FMC (VBKx) (C.D. Cal), in which a California customer brought the same claims, originally on behalf of a putative nationwide class. To avoid being subject to the stay applicable to the non-California plaintiffs, Welch agreed to proceed on behalf of a California-only class. *See* Bladow Supp. Decl. ¶ 6 & Ex. 8 *(Welch* Order). The *Welch* case is now proceeding through discovery, and class certification proceedings will occur this year. *See id.* ¶ 6.

Plaintiffs' suggestion that the initial pleading of a nationwide class binds the federal plaintiffs to a nationwide class for all time is wrong. *See* Pls.' Opp. at 10. Welch, for example, did not allege a California subclass in the alternative in her complaint. *See* Bladow Supp Decl. ¶ 5. And courts have recognized the flexibility that both they and the parties have in shaping appropriate subclasses regardless of the original proposed class definition. *See, e.g., Santillan v. Gonzales*, 388 F. Supp. 2d 1065, 1071-72 (N.D. Cal. 2005) (noting that "[a] court may divide a class into subclasses on motion of either party, or *sua sponte*"); *In Re Monumental Life Ins. Co.*, 365 F.3d 408, 414 (5th Cir. 2004) (observing that "holding plaintiffs to the plain language of their definition would ignore the ongoing refinement and give-and-take inherent in class action litigation, particularly in the formation of a workable class definition. District courts are permitted to limit or modify class definitions to provide the necessary precision"). Moreover, counsel for plaintiffs in the federal early cancellation fee litigation informed counsel for DIRECTV during a meet and confer that, if certain non-California plaintiffs are compelled to arbitration,

the remaining plaintiffs will proceed with a smaller putative class. *See* Bladow Supp. Decl. ¶ 3. In sum, there is no reason to conclude that the entire federal litigation would be stayed pending resolution of choice-of-law and arbitration issues as to out-of-state plaintiffs. And, if the federal early cancellation fee litigation does follow the same path as *Welch*, and California-resident plaintiffs proceed separately on behalf of a California-only putative class, then there is all the more reason for a stay here because the class definitions in the federal and state cases would not merely overlap; they would be identical.

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ORIGINAL FILED
MAR 16 2009
LOS ANGELES
SUPERIOR COURT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CENTRAL DISTRICT

UNLIMITED JURISDICTION

AMY IMBURGIA, MARLENE MECCA, and KATHY GREINER, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

DIRECTV, INC., a California Corporation; and DOES 1-100, inclusive.

Defendants.

CASE NO. BC398295

FIRST AMENDED CLASS ACTION COMPLAINT FOR:

1. **Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.*;**
2. **Unfair, Deceptive and Misleading Advertising, Cal. Bus. & Prof. Code § 17500;**
3. **Unlawful, Deceptive and Unfair Business Practices, Cal. Bus & Prof. Code § 17200;**
4. **Violation of Cal. Civ. Code § 1671(d);**
5. **Money Had And Received;**
6. **Unjust Enrichment; and**
7. **Declaratory Relief.**

JURY TRIAL DEMANDED

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INTRODUCTION

1. Plaintiffs bring this consumer class action against DIRECTV, Inc. and Does 1-100 (collectively "DIRECTV" or "Defendants"), a leading provider of satellite television services in California. DIRECTV engages in a uniform policy and practice of enforcing an alleged contractual obligation against its customers to purchase DIRECTV's services for a specified period of time, typically 18 or 24 months (the "term commitment"), by imposing an early cancellation penalty on its customers who discontinue receiving DIRECTV's services before the expiration of the alleged term commitment, even when, for example, the reason for cancellation is due to a problem with the service.

2. These early cancellation penalties are often as high as $480. DIRECTV withdraws the early cancellation penalties and other amounts allegedly due directly from the customers' bank accounts or credit cards, using account information provided by the customers when they first ordered DIRECTV, without consulting them or otherwise obtaining their consent. The early cancellation penalties bear no relation to the damage, if any, incurred by DIRECTV in connection with an early cancellation of the service. DIRECTV's primary intention in implementing and enforcing the penalty is to force customers to pay for its services for at least 18 months (and sometimes longer) and prevent customers from readily changing to another satellite or cable provider, even if they are no longer able to use DIRECTV's service due to faulty equipment or other reasons.

3. As set forth below, DIRECTV has no right, contractual or otherwise, to enforce the supposed term commitment or impose an early cancellation penalty against its customers by withdrawing funds directly from the customers' bank accounts or credit cards without their consent or otherwise. Plaintiffs and the Class members seek injunctive relief on behalf of all current and former DIRECTV customers who were charged or may be charged an early cancellation penalty and monetary relief on behalf of current and former DIRECTV customers who paid DIRECTV an early cancellation penalty; the imposition of constructive trusts on all monies by which DIRECTV was unjustly enriched as a result of collecting the early cancellation penalties and as a result of tethering Plaintiffs and the Class members to DIRECTV's arbitraryterms and conditions; and all such other and further relief to which they may be entitled to under the UCL, the CLRA, and common law, including, without limitation, restitution.

PARTIES

4. Plaintiff Amy Imburgia is a resident of Huntington Beach, California. Ms. Imburgia was a DIRECTV customer from approximately the summer of 2006 until October 2007.

5. Plaintiff Marlene Mecca is a resident of Sacramento, California. Ms. Mecca was a DIRECTV customer from approximately May 2006 until June 2008.

6. Plaintiff Kathy Greiner is a resident of Long Beach, California. Ms. Greiner was a DIRECTV customer from approximately June 24, 2002 until February 2008.

7. At all relevant times herein, Defendant DIRECTV, Inc. is a California corporation with its principal place of business in El Segundo, California. DIRECTV is the largest direct-to-home satellite television provider in the United States with over 16.8 million customers located throughout the United States. DIRECTV is also the second largest multi-channel video programming provider in the United States.

8. At all relevant times herein, Defendant DIRECTV and Does 1-100 did and do business in Los Angeles, California. There existed and exists a unity of interest and ownership between each of them, such that any individuality and separateness between them has ceased, and each such entity is the alter ego of each other entity.

9. The names of other Defendants and/or their involvement in Plaintiffs' situation are presently unknown to Plaintiffs, who therefore sue such Defendant in this action by fictitious names, identified as Does 1-100. Each of the Defendants designated as a Doe is legally responsible in some manner for the unlawful acts described above. Plaintiffs will seek leave of the Court to amend this complaint to reflect the true names and capacities of the Defendants designated as Does 1-100 when their identities and/or involvement become known.

10. Each Defendant (including Does 1-100) was at all relevant times the co-conspirator, employee, servant, partner, joint venturer, successor, assign, aider and/or abettor of each other Defendant with respect to the wrongful conduct alleged. Each was acting within the course and scope of said conspiracy, agency, employment, unity of interest and/or joint

venture and with the permission, knowledge, approval, ratification and consent of each other, and each is responsible and liable in some manner for the damages or injuries sustained or threatened to be sustained by Plaintiffs and the Class.

11. Whenever this complaint references acts of any Defendant or one of its unnamed agents or co-conspirators, such allegation shall be deemed to mean the act of all other Defendants, unless the reference is in a particular cause of action, in which case it shall be deemed to mean the act of all other Defendants named in that cause of action, and each of them acting, individually, jointly, and severally.

12. Defendants aided and abetted each other in accomplishing the wrongful acts. In doing so, Defendants acted with an awareness of their wrongdoing and realized that their conduct would substantially assist the accomplishment of the wrongful scheme.

13. Each Defendant committed, conspired to commit and/or ratified each of the acts and omissions alleged in this Complaint.

THE TRANSACTIONS BETWEEN THE PARTIES

14. DIRECTV typically receives orders for service from new customers and for change in service from existing customers by telephone. When accepting orders for new service, DIRECTV's policy and practice is to not inform customers of the term commitment or early cancellation penalty, and when accepting orders for changes in service, DIRECTV's policy and practice is to not inform customers that it takes the position that an early cancellation penalty

will apply to an extended term commitment occasioned by the change in service. It also typically does not inform customers of its asserted right to withdraw the early cancellation penalty directly from the customers' bank accounts or credit cards when the customers provide account information upon ordering service.

15. Notwithstanding this lack of information to customers, DIRECTV claims that customers agree to a term commitment and early cancellation penalty when DIRECTV's equipment is installed at the customer's residence and to an extended term commitment when malfunctioning equipment leased from DIRECTV is replaced or when customers change their service. Supposedly this agreement is on the back of a form and is provided by an installer, who typically is not an employee of DIRECTV. The installers are not instructed or authorized to call the customer's attention to the back of the form, let alone explain the terms of the form if customers have any questions.

16. DIRECTV also extends the alleged term contract when changes are made to customer accounts. This often happens with an upgrade in service or replacement of malfunctioning equipment. It is unclear how DIRECTV maintains that these customers have agreed to a term commitment or early cancellation penalty.

17. The experiences of Plaintiffs Imburgia, Mecca and Greiner are typical of the experiences of the Class members.

MS. IMBURGIA'S DEALINGS WITH DEFENDANTS

18. In the summer of 2006, Ms. Imburgia ordered services from DIRECTV by calling its toll free number and speaking to a DIRECTV customer service representative.

19. Shortly thereafter, DIRECTV sent an installer to install the system in Ms. Imburgia's residence.

20. In October 2007, Ms. Imburgia moved and contacted DIRECTV to discontinue service. At that time she was told that she would have to pay a $300 early cancellation penalty. At no time prior to her contact with DIRECTV seeking cancellation did anyone from or representing DIRECTV ever inform Ms. Imburgia about the existence of a term commitment or an early cancellation penalty.

21. DIRECTV gave Ms. Imburgia the option of suspending her service for approximately ten months. She agreed rather than pay $300.

22. In July 2008, following expiration of the suspension period, Ms. Imburgia cancelled her service after being informed that her new residence would not allow the system to work properly.

23. On July 24, 2008, DIRECTV charged Ms. frnburgia's credit card $640.95. Ms. Imburgia alleges that this amount included a $150 early cancellation penalty as well as equipment and service charges.

24. Ms. Imburgia suffered injury in fact resulting in the loss of money or property as a result of DIRECTV's unlawful conduct.

MS. MECCA'S DEALINGS WITH DEFENDANTS

25. In approximately June 2006, Ms. Mecca called DIRECTV and ordered service for her residence in Sacramento, California.

26. Shortly thereafter, DIRECTV installed two receivers in Ms. Mecca's home.

27. In approximately August 2007, Ms. Mecca called DIRECTV and requested a third receiver for her daughter's bedroom. DIRECTV installed a third receiver shortly thereafter.

28. Ms. Mecca contacted DIRECTV on or about June 16, 2008 to discontinue her DIRECTV service because she moved into an apartment building that was not compatible with DIRECTV's receiving equipment. DIRECTV informed her that she would be charged an early cancellation penalty of $175 if she cancelled her service. DIRECTV told Ms. Mecca that when she received the third receiver for her daughter's bedroom in August of 2007, she agreed to a term commitment that would not end until early 2009. At no time prior to her contact with DIRECTV seeking cancellation did anyone from or representing DIRECTV ever inform Ms. Mecca about the existence of a term commitment or an early cancellation penalty.

29. DIRECTV informed Ms. Mecca that it would send her a final bill that included the early cancellation penalty. Nine days after this conversation, Ms. Mecca discovered that DIRECTV had withdrawn $280 directly from her checking account without notifying her or otherwise receiving consent from her to withdraw these funds from her checking account.

30. Ms. Mecca suffered injury in fact resulting in the loss of money or property as a result of DIRECTV'S unlawful conduct.

MS. GREINER'S DEALINGS WITH DEFENDANTS

31. Ms. Greiner ordered DIRECTV's satellite television services beginning on June 24, 2002. In October 2007, Ms. Greiner ordered and received a replacement receiver from DIRECTV because her old receiver stopped working. Ms. Greiner did not receive a copy of the customer agreement at the time she placed her order and did not sign any agreement whatsoever.

32. In February 2008, Ms. Greiner began to experience technical difficulties with the replacement receiver. Ms. Greiner made approximately six telephone calls to DIRECTV customer service with no resolution of the equipment problem. During one call with DIRECTV customer service, the customer service representative suggested Ms. Greiner climb onto her roof to reset the equipment.

33. After nearly six years of being a DIRECTV customer, Ms. Greiner decided to discontinue service based on unusable equipment and poor customer service.

34. Ms. Greiner returned the equipment after disconnecting the service to avoid the unreturned equipment penalty. However, she was subsequently billed $240.00 for an early cancellation penalty.

35. Ms. Greiner was not aware that she was subject to a term commitment or early cancellation penalty and was surprised to be charged for

canceling her service after being a DIRECTV customer for over six years and returning all leased receiving equipment to DIRECTV. On or about April 1, 2008, without warning or notice, DIRECTV deducted the early cancellation penalty (less a refund for unused prepaid services) directly from Ms. Greiner's bank.

36. On or about April 11, 2008, Ms. Greiner reversed the charges through her bank and disputed the early cancellation penalty.

37. DIRECTV would not refund the early cancellation penalty and referred Ms. Greiner's account to collections.

38. On or about May 27, 2008, Ms. Greiner, through her attorney, sent DIRECTV a billing dispute letter requesting credit for the improperly charged early cancellation penalty. On or about July 2, 2008, DIRECTV's Collection Department responded to the May 27, 2008, letter and informed Ms. Greiner DIRECTV would not refund or credit her account for the early cancellation penalty.

39. Ms. Greiner's credit has been negatively impacted by this collection account. Ms. Greiner suffered injury in fact resulting in the loss of money or property as a result of DIRECTV's unfair and/or unlawful conduct.

DIRECTV'S UNLAWFUL, UNFAIR AND DECEPTIVE BUSINESS PRACTICES IMPOSING EARLY CANCELLATION PENALTIES

40. Plaintiffs are not alone in their complaints concerning DIRECTV's imposition of early cancellation penalties. The Internet contains scores

of complaints from customers complaining of DIRECTV's imposition of early cancellation penalties upon cancellation of service that DIRECTV justifies by a standardized and uniform agreement customers supposedly sign upon installation of equipment or receipt of replacement equipment, and additional complaints that DIRECTV has collected on the early cancellation penalties deducted directly from customers' accounts without their consent. Some of them, like Ms. Mecca have demanded copies of the documents they allegedly signed and been told by DIRECTV that it does not have those documents or DIRECTV has simply not responded to such requests. Other customers, like Ms. Greiner, have been told DIRECTV does not require a signature to complete an agreement.

41. Plaintiffs are informed and believe and thereon allege that, at all relevant times herein, the provisions containing the term commitment and early cancellation penalty are supposedly found on the back of a document, the front of which consists of an equipment installation checklist showing the equipment actually installed. The back is misleadingly entitled, "DIRECTV EQUIPMENT LEASE ADDENDUM" ("Lease Addendum") and is filled with single spaced terms in small type.

42. DIRECTV claims that Class members receive the Lease Addendum when DIRECTV'S equipment is installed at the customer's residence and when malfunctioning equipment leased from DIRECTV is replaced or when customers change their service. Supposedly this agreement is on the back of a form that an installer, who typically is not an employee of DIRECTV, provides. Plaintiffs are informed and

believe and thereon allege that, at all relevant times herein, the installers are not instructed or authorized to call the customer's attention to the back of the form, let alone explain the terms of the form if customers have any questions.

43. The top of the Lease Addendum states that it "MUST BE READ TOGETHER WITH THE DIRECTV CUSTOMER AGREEMENT (A COPY OF WHICH IS PROVIDED TO YOU WITH YOUR FIRST BILL AND IS AVAILABLE AT WWW.DIRECTV.COM) FOR ALL OF THE TERMS AND CONDITIONS REGARDING THE PROVISION OF THE SERVICES AND YOUR RIGHT TO USE THE DIRECTV EQUIPMENT." That is the closest DIRECTV typically comes to obtaining customers' agreement to the terms of the DIRECTV Customer Agreement. DIRECTV does not require a customer to sign the Lease Addendum or the Customer Agreement. It is the unsigned Customer Agreement, not the Lease Addendum, that includes language purportedly allowing DIRECTV to withdraw funds from customers' accounts without notice or permission. Plaintiffs are informed and believe, and based thereon allege, that DIRECTV, as its custom and practice, does not provide a copy of the Lease Addendum or the Customer Agreement to customers prior to delivery of its equipment and/or activation of its satellite television services.

44. The third paragraph of the Lease Addendum contains the term commitment. It provides: "The programming package(s) must be maintained for a period of not less than (a) eighteen (18) consecutive months for accounts with only standard receiver(s), or (b) twenty-four (24) consecutive months for

accounts with advanced product(s)/receiver(s) (DVR, HD, or HD DVR, including additional DIRECTV receiver(s))." The document does not state when the period begins to run, or whether the customer is subject to the 18 or the 24 month period. It also does not state that the period will start over upon a change of equipment or programming. Plaintiffs are further informed and believe, and based thereon allege, that DIRECTV requires this term commitment without regard to how long the customer has continuously received DIRECTV's services or whether the customer voluntarily upgraded to a new receiver or replaced an outdated or broken receiver. DIRECTV requires its customers to activate and commit to an additional term commitment each time they receive new or refurbished equipment, thereby extending the length of the term commitment. The extension of the term commitment is often done without prior notice to customers, and is contrary to the express terms of the Lease Addendum which says, "After you have fulfilled your agreement to the required programming package(s), you are not obligated to continue your subscription to DIRECTV programming for any specific duration" Ex. A at ¶3.

45. The sixth paragraph of the Lease Addendum contains the early cancellation penalty provision. Ex. A at ¶ 6. It provides, "If you fail to maintain your minimum programming commitment of 18 months for standard receivers and 24 months for advanced receivers, you agree that DIRECTV may charge you a prorated penalty of up to $360 for standard receivers and up to $480 for advanced products/receivers (e.g. DVR, HD, HD DVR, etc.)." The document does not state whether the basis for

proration is number of days, months or years the programming is maintained, amount of usage, number of receivers, or some other basis entirely. It also does not state how partial units, whether measured in days, months, or usage, are to be prorated.

46. The terms and conditions of the Customer Agreement state as follows: "Your Cancellation. You may cancel Service by notifying us... In addition to any deactivation or change of service penalties provided in Section 2, if you cancel Service or change your Service package, you may be subject to any early cancellation penalty if you entered into a separate programming commitment with DIRECTV in connection with obtaining Receiving Equipment, and have failed to maintain the required programming package for the required period of time." (Ex. B at § 5(b).)

47. Pursuant to the Customer Agreement, DEFENDANT "reserve[s] the right to change the terms and conditions on which [it] offer[s] Service." (Ex. B, § 4.)

48. In the event DIRECTV makes a change to the terms and conditions of service, a customer may cancel service if he/she does not agree to the changed terms or conditions. *Id.* However, the customer may still be charged the penalty and/or an additional "deactivation penalty" *Id.*

49. At all relevant times herein:

a. The Lease Addendum and Customer Agreement were conceived and drafted in El Segundo, California. Specifically, DIRECTV's decision to impose a term

commitment and early cancellation penalty on its customers was made in El Segundo, California and direction and oversight of the implementation and enforcement of that policy occurs at DIRECTV's corporate headquarters in El Segundo, California.

b. DIRECTV's policy of withdrawing these early cancellation penalties directly from the customer's credit card or bank account was conceived and implemented in El Segundo, California.

c. DIRECTV's decision not to have its customers sign the Customer Agreement but instead to post it on its website was made in El Segundo, California.

d. DIRECTV's decision to have its installers provide customers with an installation checklist with the Lease Addendum in small print on the reverse side, and not to call attention to the term commitment, and early cancellation penalty provisions was made in El Segundo, California.

e. In addition, DIRECTV's decisions as to the instructions to be given its customer service representatives, and devising of the training and oversight to be given its customer service representatives, were made in El Segundo, California.

f. In short, all of the policies and practices alleged in this Complaint to be improper were conceived of and directed, implemented and/or enforced in El Segundo, California.

CLASS ALLEGATIONS

A. Definition of the Class

50. Plaintiffs bring this action individually and on behalf of all persons as the Court may determine to be appropriate for class certification, pursuant to Code of Civil Procedure § 382 and Civil Code § 1781. Plaintiffs seek to represent a Class of consumers defined as:

> **All current and former DIRECTV customers in the State of California who were assessed an early cancellation penalty by DIRECTV during the four years preceding the filing of the original complaint through resolution of this action; and all current DIRECTV Customers in the State of California whose service DIRECTV asserts is subject to its policy regarding early cancellation penalties.**

Excluded from the Class are Defendants and their affiliates, predecessors, successors, officers, directors, agents, servants, or employees, and the immediate family members of such persons. Plaintiffs reserve the right to modify the class definition or propose one or more subclasses if discovery reveals such modifications are appropriate.

B. Numerosity

51. As of December 31, 2007, DIRECTV claims it had 16.8 million current customers. Plaintiffs are informed and believe that a significant portion of the 16.8 million reside in California. Accordingly, the members of the Class are so numerous that joinder is impracticable.

C. Commonality

52. There is a well-defined community of interest in the relevant questions of law and fact affecting putative Class members. Common questions of law and fact predominate over any individual questions affecting Class members, including, but not limited to the following:

a. Must any alleged contract, including any alleged extension of the contract when replacement or enhanced equipment is installed or new services are initiated, between DIRECTV and each Class member be in a writing signed by the Class member to be valid?

b. Does DIRECTV have the burden of proof to show that such a signed writing exists?

c. Are the term commitment and the early cancellation penalty provisions in the form Lease Addendum and the provision in the "Customer Agreement" draft purportedly allows DIRECTV to withdraw funds from customers' accounts without warning or permission enforceable?

d. Have DIRECTV and Class members entered into binding agreements when one set of terms are contained on the back of a form and the other is contained in a form that the customer does not sign, neither has been presented to the customer before the customer orally agrees to receive and pay for programming services, and the customer does not receive any

consideration at the time, if ever, that the two forms are presented to the customer?

e. Have Class members made binding promises as to term commitments and early cancellation penalties when the language of DIRECTV's form, if it is presented to the customers, does not contain a start date for the term, does not state clearly the length of the term, and does not state how the early cancellation penalty is to be calculated?

f. Are certain provisions of DIRECTV's Customer Agreement unconscionable, in violation of public policy or otherwise unenforceable, including but not limited to the term commitment, early cancellation penalty and any provision that purportedly allows DIRECTV to withdraw funds from customers' account without notice or permission as discussed above?

g. Has DIRECTV violated the Consumer Legal Remedies Act, Civil Code § 1750, *et seq.*, in its imposition and enforcement of term commitments, early cancellation penalties and/or the provision that purportedly allows DIRECTV to withdraw funds from customers' accounts without notice or permission?

h. Has DIRECTV engaged in false and misleading advertising in violation of Business & Professions Code § 17500?

i. Has DIRECTV committed illegal, unfair, deceptive and/or fraudulent business

practices in violation of Business & Professions Code § 17200 in its imposition and enforcement of term commitments, early cancellation penalties and/or the provision that purportedly allows DIRECTV to withdraw funds from customers' accounts without notice or permission?

j. Is DIRECTV's early cancellation penalty provision an illegal liquidated damages clause voidable pursuant to Civil Code § 1671(d)?

k. Has DIRECTV breached its obligations of good faith to Plaintiffs and the Class members?

l. Has DIRECTV been unjustly enriched?

m. Are Plaintiffs and the Class Members entitled to restitution of all amounts acquired by DIRECTV by enforcing the early cancellation penalty provisions?

n. Is injunctive relief appropriate?

o. What is the proper measure of damages incurred by Plaintiffs and the Class members?

D. Typicality

53. Plaintiffs have the same interests in this matter as all the other members of the Class, and their claims are typical of all members of the Class. If brought and prosecuted individually, the claims of each Class member would require proof of many of the same material and substantive facts, rely upon the same remedial theories and seek the same relief.

54. The claims of Plaintiffs and the other Class members have a common origin and share a common basis. The claims originate from the same illegal, unfair, deceptive and fraudulent practices on the part of DIRECTV and its acts in furtherance thereof.

55. All Class members have suffered injury in fact resulting in the loss of money or property by reason of DIRECTV's unlawful course of conduct in that they have paid, or are subject to, early cancellation penalties.

E. Adequacy of Representation

56. Plaintiffs' claims are sufficiently aligned with the interests of the absent members of the Class to ensure that the Class claims will be prosecuted with diligence and care by Plaintiffs as representatives of the Class. Plaintiffs will fairly and adequately represent the interests of the Class and do not have interests adverse to the Class.

57. Plaintiffs have retained the services of counsel, who are experienced in complex class action litigation, and in particular class actions involving consumer protection matters. Plaintiffs' counsel will adequately prosecute this action and will otherwise protect and fairly and adequately represent Plaintiffs and all absent Class members.

F. Class Treatment Is the Superior Method of Adjudication

58. The prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications which would establish incompatible standards of conduct for the parties opposing the Class. Such incompatible standards of conduct and varying adjudications on

the same essential facts, proof and legal theories would also create and allow the existence of inconsistent and incompatible rights within the Class.

59. Moreover, a class action is superior to other methods for the fair and efficient adjudication of the controversies raised in this Complaint because:

a. Individual claims by the Class members would be impracticable as the costs of pursuit would far exceed what any one Class member has at stake;

b. Very little individual litigation has been commenced over the controversies alleged in this Complaint and individual Class members are unlikely to have an interest in separately prosecuting and controlling individual actions;

c. The concentration of litigation of these claims in one forum will achieve efficiency and promote judicial economy; and

d. The proposed class action is manageable.

60. Therefore, class treatment of Plaintiffs' claims is appropriate and necessary.

JURISDICTION AND VENUE

61. This Court has jurisdiction under Code of Civil Procedure § 410.10. Plaintiffs' damages exceed the jurisdictional minimum of this Court. Venue is proper in the County of Los Angeles because a substantial amount of Defendants' conduct complained of herein took place in the County of Los Angeles.

62. Venue is also proper in this County under Business & Professions Code § 17204 and Civil Code § 1780(c) because Defendants are located and/or are doing business in this County and throughout the State of California, and the practices being challenged by this action were, on information and belief, conceived and/or created in this County. Further, greater than two-thirds of the members of the proposed Class in the aggregate are citizens of the State of California.

CAUSE OF ACTION I

VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT CAL. CIV. CODE § 1750, *et seq.*

(Brought by Plaintiffs and the Class Against Defendant DIRECTV and Does 1-100)

63. Plaintiffs reallege and incorporate by reference all allegations contained in the Complaint as if set forth separately in this Cause of Action.

64. This cause of action is brought pursuant to the California Consumer Legal Remedies Act ("CLRA"), Civil Code § 1750, *et seq.* Plaintiffs bring this action on their own behalf and on behalf of the Class members, all of whom are similarly situated consumers within the meaning of Civil Code § 1781.

65. DIRECTV has violated the CLRA, Civil Code §§ 1770(a)(9), (a)(14) and (a)(19) by:

a. Failing to disclose and/or failing to adequately disclose to Class members the supposed term commitment associated with DIRECTV programming service;

b. Failing to disclose and/or failing to adequately disclose to Class members that

they would be charged an early cancellation penalty if they did not continue to receive DIRECTV's programming services for the alleged term commitment;

c. Failing to disclose and/or failing to adequately disclose to Class members that early cancellation penalties would be deducted directly from Class members' bank or credit card accounts;

d. Including unconscionable and unenforceable terms and conditions in the Lease Addendum and Customer Agreement;

e. Enforcing unconscionable and unenforceable terms and conditions against Class members, including terms and conditions that Class members never accepted or otherwise agreed to;

f. Collecting early cancellation penalties from Class members and charging such penalties directly to Class members' bank account or credit card; and

g. Advertising goods or services with the intent not to sell them as advertised.

66. As a result of such actions, Plaintiffs and Class members have been damaged.

67. Plaintiffs have suffered as a result of Defendants' unlawful conduct because they paid penalties, or were assessed such penalties, based on Defendants' representation that the transaction involved an obligation to do so when, in fact, there was no obligation to pay early cancellation penalties

following cancellation of DIRECTV's services. Moreover, Plaintiffs have also suffered as a result of being subject to the unconscionable provisions requiring payments of early cancellation penalties following cancellation of DIRECTV's services.

68. Defendants misrepresented and concealed from Plaintiffs that Defendants did not have the right to require payments following cancellation of DIRECTV's services.

69. Defendants' misrepresentations and omissions described in the preceding paragraphs were intentional, or alternatively, made without the use of reasonable procedures adopted to avoid such an error.

70. Defendants, directly or indirectly, have engaged in substantially similar conduct to Plaintiffs and to each member of the Class.

71. Such wrongful actions and conduct are ongoing and continuing. Unless Defendants are enjoined from continuing to engage in such wrongful actions and conduct, members of the consuming public will continue to be damaged by Defendants' conduct.

72. Defendants, and each of them, aided and abetted, encouraged and rendered substantial assistance in accomplishing the wrongful conduct and their wrongful goals and other wrongdoing complained of herein. In taking action, as particularized herein, to aid and abet and substantially assist the commission of these wrongful acts and other wrongdoings complained of, each of the defendants acted with an awareness of his/her/its primary wrongdoing and realized that his/her/its

conduct would substantially assist the accomplishment of the wrongful conduct, wrongful goals, and wrongdoing.

73. Plaintiffs and the Class are entitled to an injunction, pursuant to Civil Code § 1780(a)(l)-(3), prohibiting DIRECTV from continuing to engage in the above-described violations of the CLRA; actual damages for Plaintiffs and Class members; restitution of property; punitive damages; and any other relief the court deems proper, including special statutory damages permitted by the CLRA. Plaintiffs further seek reasonable attorney's fees under Civil Code § 1780(d).

74. Pursuant to Civil Code § 1782, Plaintiffs Imburgia, Mecca and Greiner notified DIRECTV in writing, of the particular violations of Civil Code § 1770 alleged in this complaint and demanded that DIRECTV rectify the problems associated with the practices and policies as set forth herein. Those notices were sent by certified mail, return receipt requested, at least 30 days prior to the filing of their original complaints. DIRECTV failed to provide the relief demanded in Plaintiffs' notices within 30 days. Therefore, Plaintiffs intend to seek restitution and damages.

CAUSE OF ACTION II

VIOLATIONS OF THE CALIFORNIA FALSE ADVERTISING LAW

CAL. BUS. & PROF. CODE § 17500

(Brought by Plaintiffs and the Class Against Defendant DIRECTV and Does 1-100)

75. Plaintiffs reallege and incorporate by reference all allegations contained in the Complaint as if set forth separately in this Cause of Action.

76. DIRECTV violated California's False Advertising Law, Business & Professions Code § 17500 by:

a. Failing to disclose and/or failing to adequately disclose to Class members the supposed term commitment associated with DIRECTV programming service;

b. Failing to disclose and/or failing to adequately disclose to Class members that they would be charged an early cancellation penalty if they did not continue to subscribe to DIRECTV's programming services for the alleged term commitment; and

c. Failing to disclose and/or failing to adequately disclose to Class members that early cancellation penalties would be deducted directly from Class members' bank or credit card accounts.

77. These representations and/or omissions have deceived and are likely to deceive Plaintiffs, the Class and the public in connection with their decision to subscribe to DIRECTV's programming without being apprised of Defendants' term commitments, early cancellation penalty provisions and/or any provision that purportedly allows DIRECTV to withdraw funds from customers' account without notice or permission. DIRECTV's representations also have deceived and are likely to deceive Plaintiffs, the Class and the public with

respect to their supposed obligation to pay DIRECTV's early cancellation penalties. Thus, Plaintiffs and Class members were deprived of their monies and property as a result of DIRECTV's acts and practices. Had Plaintiffs and Class members known the actual facts, they would not have paid DIRECTV's early cancellation penalties.

78. Defendants, directly or indirectly, have engaged in substantially similar conduct to each Plaintiff and to each member of the Class.

79. Defendants, and each of them, aided and abetted, encouraged and rendered substantial assistance in accomplishing the wrongful conduct and their wrongful goals and other wrongdoing complained of herein. In taking action, as particularized herein, to aid and abet and substantially assist the commission of these wrongful acts and other wrongdoings complained of, each of the defendants acted with an awareness of his/her/its primary wrongdoing and realized that his/her/its conduct would substantially assist the accomplishment of the wrongful conduct, wrongful goals, and wrongdoing.

80. Plaintiffs and Class members have been damaged by DIRECTV's violation of § 17500.

81. As a result of the conduct described above, Defendants have been and will be unjustly enriched at the expense of Plaintiffs and Class members. Specifically, Defendants have been unjustly enriched by receiving substantial monies in the form of early cancellation penalties deducted directly fro Plaintiffs and Class members' bank or credit card accounts.

82. So as not to be unjustly enriched by their own wrongful actions and conduct, Defendants should be required to disgorge and restore to Plaintiffs and Class members all monies wrongfully obtained by Defendants as a result of their false and misleading advertising, together with interest.

83. Such wrongful actions and conduct are ongoing and continuing. Unless Defendants are enjoined from continuing to engage in such wrongful actions and conduct, members of the consuming public will continue to be damaged by Defendants' conduct.

CAUSE OF ACTION III

VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW

CAL. BUS. & PROF. CODE § 17200

(Brought by Plaintiffs and the Class Against Defendant DIRECTV and Does 1-100)

84. Plaintiffs reallege and incorporate by reference all allegations contained in the Complaint as if set forth separately in this Cause of Action.

85. Defendants have violated Business & Professions Code § 17200's prohibition against engaging in an unlawful, unfair or fraudulent business acts or practices by, *inter alia*, the following:

a. Violating Business & Professions Code § 17500, *et seq.* (as further alleged herein);

b. Violating the CLRA, Civil Code § 1750, *et seq.* (as further alleged herein);

c. Violating Civil Code § 1671(d) (as further alleged herein);

d. Violating Civil Code § 1670.5 and § 1750, *et seq.* because the early cancellation penalties and related provisions of the Lease Addendum and Customer Agreement are unconscionable (as further alleged herein);

e. By including illegal and unconscionable early cancellation penalties and related terms in the Lease Addendum and Customer Agreement (as further alleged herein), which makes the purported contracts subject to rescission by Plaintiffs pursuant to Civil Code § 1689, *et seq.*

f. By failing to disclose, concealing material facts and/or misrepresenting the supposed term commitment associated with DIRECTV programming service, the early cancellation penalty provisions associated with DIRECTV's programming service, that an early cancellation penalty would be imposed if a customer did not maintain DIRECTV's programming services for the alleged term commitment, and that early cancellation penalties would be deducted directly from Class members' bank or credit card accounts in violation of Civil Code §§ 1572, 1709 and 1710.

86. Defendants engage in a systematic scheme to charge and collect early cancellation penalties from Plaintiffs and Class members in violation of state law and the fundamental policies delineated in statutory provisions. DIRECTV's early cancellation penalty practices also violate the unfair prong of the UCL because the practice is oppressive,

unscrupulous or substantially injurious to consumers and the competitive process when consumers are effectively locked into continuing their service with DIRECTV by a charge that is out of proportion to the harm, if any, suffered by the provider as a result of the cancellation of services and does not represent a reasonable calculation of the damages, if any, caused by such cancellation. Such penalties prevent Plaintiffs and the Class members from freely choosing a satellite or cable television provider by imposing unnecessary costs to switch providers and impede free competition between providers on price, coverage, service, quality, terms of service, technology and ease of use. As a result, Defendants engage in unfair business practices prohibited by Business & Professions Code § 17200, *et seq.*

87. Business & Professions Code § 17200 also prohibits any "fraudulent... business act or practice." As detailed in the preceding paragraphs, Defendants' conduct did deceive and is likely to deceive Plaintiffs, the Class and the public by, *inter alia*, engaging in the following deceptive business practices:

a. Failing to disclose and/or failing to adequately disclose to Class members the supposed term commitment associated with DIRECTV programming service;

b. Failing to disclose and/or failing to adequately disclose to Class members that they would be charged an early cancellation penalty if they did not continue to subscribe to DIRECTV's programming services for the alleged term commitment;

c. Failing to disclose and/or failing to adequately disclose to Class members that early cancellation penalties would be deducted directly from Class members' bank or credit card accounts;

d. Including unconscionable and unenforceable terms and conditions in the Lease Addendum and Customer Agreement; and

e. Enforcing unconscionable and unenforceable terms and conditions against Class members, including terms and conditions that Class members never accepted or otherwise agreed to.

88. As a result of such actions, Plaintiffs and Class members suffered damages.

89. Such wrongful actions and conduct are ongoing and continuing. Unless Defendants are enjoined from continuing to engage in such wrongful actions and conduct, members of the consuming public will continue to be damaged by Defendants' conduct.

90. Pursuant to Business & Professions Code § 17203, Plaintiffs and Class members seek an order requiring Defendants to immediately cease such unlawful, unfair and deceptive business practices and requiring them to return the full amount of money improperly collected from Plaintiffs and Class members including, but not limited to, early cancellation penalties, plus interest and attorneys' fees, and take all steps necessary to remove any adverse indication on Plaintiffs and Class members'

credit report(s) in relation to the early cancellation penalties.

CAUSE OF ACTION IV

VIOLATION OF CIVIL CODE § 1671(d)

(Brought by Plaintiffs and the Class Against Defendant DIRECTV and Does 1-100)

91. Plaintiffs reallege and incorporate by reference all allegations contained in the Complaint as if set forth separately in this Cause of Action.

92. Plaintiffs allege, in the alternative, that the early cancellation penalties imposed by DIRECTV are unlawfid liquidated damages because they are not designed to compensate DIRECTV for any damages arising from Plaintiffs' and the Class Members' cancellation, but rather are designed to lock in Plaintiffs and the Class members and serve as a disincentive to prevent Plaintiffs and the Class members from switching to competing services in the event they become dissatisfied with the service provided by DIRECTV or can no longer access DIRECTV's service. To the extent that DIRECTV suffers any damage upon cancellation of service and return of equipment by Plaintiffs and the Class members, it would not be impracticable or extremely difficult to fix the actual damages in the event a consumer prematurely terminated their service with DIRECTV.

93. The early cancellation penalties imposed by DIRECTV are also unlawful liquidated damages because the parties did not agree on an amount to be the presumed damages, and DIRECTV did not make a reasonable effort to set the liquidated damages at

the average amount of damages upon premature termination of service.

94. Plaintiffs and Class members have been damaged by DIRECTV's imposition and collection of early cancellation penalties as invalid liquidated damages under Civil Code § 1671(d).

95. Such wrongful actions and conduct are ongoing and continuing. Unless Defendants are enjoined from continuing to engage in such wrongful actions and conduct, members of the consuming public will continue to be damaged by Defendants' conduct.

CAUSE OF ACTION V

COMMON COUNT FOR MONEY HAD AND RECEIVED

(Brought by Plaintiffs and the Class Against Defendant DIRECTV and Does 1-100)

96. Plaintiffs reallege and incorporate by reference all allegations contained in the Complaint as if set forth separately in this Cause of Action.

97. Within the last four years at El Segundo, California, DIRECTV unlawfully collected early cancellation penalties in varying sums ranging in excess of $1.00 to $480.00 from former customers. These amounts were collected from Plaintiffs and the Class members by DIRECTV as unlawful early cancellation penalties.

98. DIRECTV collected early cancellation penalties from Plaintiffs and the Class members by enforcing terms included in the Lease Addendum and Customer Agreement which are unconscionable

and voidable based on the lack of contractual formation and mutual assent.

99. Plaintiffs have repeatedly demanded payment from DIRECTV placing telephone calls to DIRECTV customer service and/or collection centers and sending dispute letters and/or Consumer Legal Remedies Act notice letters requesting reimbursement for these unlawfully charged and collected penalties.

100. As a result of DIRECTV's failure to repay the amount owed, Plaintiffs and the Class members have been damaged in a sum certain to be determined according to proof, together with accrued interest on that sum, and all attorney's fees and costs incurred in collecting this amount.

101. Such wrongful actions and conduct are ongoing and continuing. Unless Defendants are enjoined from continuing to engage in such wrongful actions and conduct, members of the consuming public will continue to be damaged by Defendants' conduct.

CAUSE OF ACTION VI

UNJUST ENRICHMENT

(Brought by Plaintiffs and the Class Against Defendant DIRECTV and Does 1-100)

102. Plaintiffs reallege and incorporate by reference all allegations contained in the Complaint as if set forth separately in this Cause of Action.

103. DIRECTV has been unjustly enriched by obtaining and retaining the property of its customers that it was not entitled to. The early cancellation penalties DIRECTV collected from its customers are

unlawful and unenforceable because DIRECTV did not adequately inform Class members of the term commitment, early cancellation penalties and the provision that purportedly allows DIRECTV to withdraw funds from customers' account without notice or permission. These provisions are unconscionable, and the early cancellation penalties are unlawful liquidated damages.

104. It would be inequitable for Defendant to continue to retain the money of Plaintiffs and the Class members.

CAUSE OF ACTION VII

DECLARATORY RELIEF

(Brought by Plaintiffs and the Class Against Defendant DIRECTV and Does 1-100)

105. Plaintiffs reallege and incorporate by reference all allegations contained in the Complaint as if set forth separately in this Cause of Action.

106. An actual controversy has arisen and now exists between Plaintiffs and Defendants concerning their respective rights and duties in that Plaintiffs contend, and Defendants deny, that:

a. DIRECTV's Customer Agreement and Lease Addendum (collectively "Agreements") with Plaintiffs and all Class members, including its tenn commitment, early cancellation penalty and the provision that purportedly allows DIRECTV to withdraw funds from customers' accounts without notice or permission, are subject to rescission pursuant to Civil Code § 1689, for multiple reasons, including but not limited to:

i. DIRECTV did not obtain (or maintain) writings signed by Plaintiffs and Class members agreeing to these terms;

ii. DIRECTV did not adequately set forth these terms, either orally or in writing, to make them enforceable; and

iii. Plaintiffs and Class members did not accept the terms and conditions of the Lease Addendum and Customer Agreement;

b. In the alternative, the terms and conditions of the Agreements are illegal under Civil Code § 1671(d);

c. In the alternative, the early cancellation penalties and related provisions of the Agreements are unconscionable pursuant to § 1670.5, *et seq.*; and

d. In the alternative, the Agreements are procedurally and substantively unconscionable.

i. The Agreements are preprinted, standardized contracts of adhesion that are not subject to modification or negotiation and are presented to customers after the delivery and activation of equipment on a take it or leave it basis. DIRECTV did not provide Plaintiffs and Class members copies of the Agreements prior to activation of service and did not require Plaintiffs and Class members to sign the Agreements indicating consent to be bound by their terms and conditions.

ii. DIRECTV ties the lease of equipment for which it provides no warranty to a term commitment of up to 24 months and a corresponding early cancellation penalty for canceling service. This is above and beyond the requirement that all equipment must be returned to DIRECTV and separate penalties DIRECTV charges for deactivation, failure to return equipment, and failure to activate service.

iii. Acceptance of DIRECTV's terms and conditions lacks a modicum of bilaterality. DIRECTV's terms and conditions provide that it may change the terms and conditions on which it offers service at any time, but does not allow customers to change the terms and conditions either before or after leasing equipment and purchasing services from DIRECTV, and if Plaintiffs or Class members cancel service, even because of such a change, DIRECTV charges them a penalty. Plaintiffs and Class members were presented with DIRECTV's terms and conditions on a take it or leave it basis with no ability to negotiate. As such, Plaintiffs and Class members had unequal bargaining power, no real negotiation, and an absence of meaningful choice.

iv. The penalty imposed by DIRECTV is not based on the estimated or actual

damage DIRECTV would incur as a result of a cancellation of service and return of receiving equipment, especially since DIRECTV has received the leased equipment back and can reissue the equipment to a different customer.

v. Since the Agreements are both procedurally and substantively unconscionable, they are unenforceable as a matter of law.

vi. DIRECTV has enforced these unconscionable and unenforceable terms and conditions against Plaintiffs and Class members by charging Plaintiffs and Class members early cancellation penalties and by collecting these early cancellation penalties and other amounts allegedly due directly from customer's bank or credit card accounts.

vii. Plaintiffs and Class members have been damaged by DIRECTV's practice of imposing unconscionable and unenforceable contract terms and conditions against them.

viii. Such wrongful actions and conduct are ongoing and continuing. Unless Defendants are enjoined from continuing to engage in such wrongful actions and conduct, members of the consuming public will continue to be damaged by Defendants' conduct.

107. Plaintiffs desire a judicial determination of their and Class members' rights and duties arising from DIRECTV's Agreements.

108. A judicial declaration is necessary and appropriate so that the parties may ascertain their rights and duties arising from the aforementioned transactions.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the proposed Class, pray for judgment as follows:

A. Certification of the proposed Class pursuant to Code Of Civil Procedure § 382 and Civ. Code § 1780, *et seq.*;

B. Designation of Plaintiffs as representative of the proposed Class and designation of their counsel as Class counsel;

C. Judgment in favor of Plaintiffs and the Class members and against DIRECTV;

D. Award Plaintiffs and the Class members restitution, disgorgement, actual, statutory and punitive damages, and attorneys' fees and costs, including pre-judgment and post-judgment interest thereon;

E. Temporary, preliminary and permanent order for injunctive relief enjoining DIRECTV from continuing to engage in the business practices complained of herein;

F. Such further relief as the Court deems just and proper.

JURY DEMAND

Plaintiffs hereby demand a trial by jury.

Dated: March 13th, 2009

Respectfully submitted,
WATERS KRAUS & PAUL, LLP

/s/ Gary M. Paul

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

AMY IMBURGIA and MARLENE MECCA, and KATHY GREINER, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

DIRECTV, INC.,

Defendant.

CASE NO. BC398295

DIRECTV, INC.'S ANSWER TO PLAINTIFFS' FIRST AMENDED CLASS ACTION COMPLAINT

Judge:	Hon. Emilie H. Elias
Dept.:	324
Am. Comp. Filed:	03/16/2009
Trial date:	None

Defendant DIRECTV, Inc. ("DIRECTV") answers Plaintiffs Imburgia, Mecca, and Greiner's First Amended Class Action Complaint as follows:

GENERAL DENIAL

Pursuant to California Code of Civil Procedure § 431.30(d), DIRECTV generally denies each and every material allegation contained in the First Amended

Class Action Complaint, and denies that this action is properly maintainable as a class action.

AFFIRMATIVE DEFENSES

DIRECTV sets forth below its affirmative defenses. Each affirmative defense is asserted as to all claims against DIRECTV. By setting forth these affirmative defenses, DIRECTV does not assume the burden of proving any fact, issue, or element of a cause of action where such burden properly belongs to Plaintiffs. Moreover, nothing stated herein is intended to be construed as an acknowledgment that any particular issue or subject matter is relevant to Plaintiffs' allegations. Furthermore, DIRECTV is still in the process of conducting a factual investigation of the claims, and thus reserves the right to amend or supplement its affirmative defenses accordingly.

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

The Complaint fails to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

(Lack of Standing)

Plaintiffs and the putative class lack standing to assert the claims alleged in the Complaint.

THIRD AFFIRMATIVE DEFENSE

(Statute of Limitations)

Plaintiffs' action is barred by the statute of limitations applicable to their claims and any claims of the putative class members.

FOURTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

Without admitting that any act of DIRECTV caused damage to Plaintiffs or any other person, DIRECTV asserts that any recovery by Plaintiffs must be diminished or barred by reason of their failure to mitigate or attempt to mitigate any alleged damages.

FIFTH AFFIRMATIVE DEFENSE

(Reliance Unreasonable)

Without admitting that Plaintiffs have stated a cause of action under California Business and Professions Code §§ 17200, *et seq.*, or under California Consumers Legal Remedies Act, or sufficiently pled reliance, DIRECTV alleges that Plaintiffs' claims are barred because any reliance any Plaintiffs on any alleged representations was not reasonable.

SIXTH AFFIRMATIVE DEFENSE

(Good Faith / Bona Fide Error)

Without admitting any alleged violation of the California Consumers Legal Remedies Act, DIRECTV asserts as a defense to Plaintiffs' first claim for relief that any alleged violation of the California Consumers Legal Remedies Act was not intentional, but rather resulted from a bona fide error notwithstanding the use of reasonable procedures adopted to avoid any such error, and DIRECTV made appropriate correction to the issue once notified of the error.

SEVENTH AFFIRMATIVE DEFENSE

(Voluntary Payment)

Plaintiffs' claims and/or those by the putative class members are barred by the voluntary payments doctrine because they were paid under a claim of right to the payment with full knowledge of the facts.

EIGHTH AFFIRMATIVE DEFENSE

(Injury Caused by Third Parties)

Plaintiffs' claims are barred because any harm allegedly suffered by Plaintiffs or any putative class members was caused and/or contributed to by third parties.

NINTH AFFIRMATIVE DEFENSE

(Unjust Enrichment/Quantum Meruit)

Plaintiffs may not recover any amount paid to DIRECTV because such recovery would amount to unjust enrichment. In addition, though valid contracts exist between Plaintiffs and DIRECTV, if Plaintiffs prove that these contracts are unenforceable and unconscionable as they allege, then Plaintiffs have been unjustly enriched and DIRECTV is entitled to restitution or relief in quantum meruit.

TENTH AFFIRMATIVE DEFENSE

(Waiver)

Any recovery under the Complaint is barred because Plaintiffs and the putative class members have waived their right to challenge the conduct alleged.

ELEVENTH AFFIRMATIVE DEFENSE

(Estoppel)

Any recovery under the Complaint is barred because Plaintiffs and the putative class members are estopped from challenging the conduct alleged.

TWELFTH AFFIRMATIVE DEFENSE

(Unclean Hands)

Any recovery under the Complaint is barred by the doctrine of unclean hands.

THIRTEENTH AFFIRMATIVE DEFENSE

(Adequacy of Remedy at Law)

The injury or damage suffered by Plaintiffs, if there is any, would be adequately compensated in an action at law for damages. Accordingly, Plaintiffs have a complete and adequate remedy at law and are not entitled to seek equitable relief.

FOURTEENTH AFFIRMATIVE DEFENSE

(Offset)

Without admitting any wrongdoing related to customer programming commitments or the calculation and assessment of early cancellation fees, any recovery under the Complaint must be offset against any damages DIRECTV suffered due to Plaintiffs' and any member of the putative class's failure to fulfill their programming commitment or pay their early cancellation fees, or against any amounts by which Plaintiffs and members of the putative class were unjustly enriched.

FIFTEENTH AFFIRMATIVE DEFENSE

(Alternative Means of Performance)

The early cancellation fee described in the Complaint is not an unlawful liquidated damages provision, but rather presented Plaintiffs and putative class members with a rational choice between alternatives — either continue to subscribe to a certain level of programming for the agreed-upon period or cancel early and pay the lower early cancellation fee. The early cancellation fee thus represents a lawful alternative means of performance under California law.

SIXTEENTH AFFIRMATIVE DEFENSE

(Right to Assert Cross-Complaint if Warranted)

DIRECTV expressly reserves its right to assert cross-complaints against the Plaintiffs or members of the putative class. This reservation includes, but is not limited to, potential cross-complaints against Plaintiffs or putative class members for breach of contract in the event the Court determines that DIRECTV'S early cancellation fee is a liquidated damages provision and not an alternative means of performance.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Reservation of Other Affirmative Defenses)

DIRECTV continues to investigate the facts and evidence surrounding the allegations in the Complaint and is therefore unable to ascertain at this time any additional defenses it may have, DIRECTV expressly reserves its right to amend this Answer to assert such other affirmative defenses as

may become apparent subsequent to the filing of this Answer, whether in discovery, at trial, or otherwise.

DIRECTV'S PRAYER FOR RELIEF

WHEREFORE, DIRECTV denies that Plaintiffs are entitled to any of the relief sought in the Complaint or to any relief whatsoever, and prays for judgment as follows:

A. That Plaintiffs take nothing under the Complaint and that the Complaint be dismissed with prejudice;

B. That judgment be entered in favor of DIRECTV as to all causes of action asserted against it;

C. That DIRECTV be awarded its costs of suit and reasonable attorneys' fees to the extent permitted by law; and

D. That DIRECTV be granted such other and further relief as the Court deems just and proper.

DATED: February 16, 2010

KIRKLAND & ELLIS LLP

By: */s/ Robyn Bladow*
Robyn Bladow

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FILED
LOS ANGELES
SUPERIOR
COURT
MAY 17 2011
JOHN A.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

AMY IMBURGIA, MARLENE MECCA, and KATHY GREINER, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

DIRECTV, INC.,

Defendant.

Case No. BC398295

DECLARATION OF VALERIE W. MCCARTHY FILED IN SUPPORT OF DIRECTV'S MOTION TO COMPEL ARBITRATION

Judge:	Hon. Emilie H. Elias
Dept.:	324
Am. Comp. Filed:	03/16/2009
Trial Date:	None
Hearing Date:	June 30, 2011
Hearing Time:	2:30 p.m.

I, Valerie W. McCarthy, declare as follows:

1. I have been employed by DIRECTV, Inc. ("DIRECTV") for over fifteen years, and for more than the past ten years have held the position of Senior Manager in Customer Care. In my current position, I work with subscriber data as pan of my daily job functions. That work includes the review of billing records and other customer records that indicate how, when, and what amounts customers are billed each month, as well as any inserts that are provided with those bills. The billing records also reflect the amounts and the method by which each customer pays his/her monthly bill. I am also knowledgeable about the written contract that governs DIRECTV's relationship with its customers (the "Customer Agreement"), and the process by which customers receive the Customer Agreement, including the specific process performed by our vendor in mailing the document out to DIRECTV's customers. The facts contained in this declaration are based on my personal knowledge and my review of DIRECTV corporate records, and I can testify competently to them if called upon to do so.

2. DIRECTV provides digital television services to consumers nationwide. To obtain these services, a potential DIRECTV subscriber obtains, either directly from DIRECTV or a retailer, the equipment necessary to receive DIRECTV's satellite signal. Once the equipment is installed, the potential customer then selects one or more of DIRECTV's programming packages mid services. DIRECTV then activates the customer's services, and the customer begins to receive programming.

The Customer Agreement

3. The relationship between DIRECTV and each customer is governed principally by the Customer Agreement, which is available on DIRECTV's website, www.directv.com. At the time each of the Plaintiffs in this lawsuit first signed up for DIRECTV service (2002 for Kathy Greiner, and 2006 for Amy Imburgia), DIRECTV'S practice was to mail the DIRECTV Customer Agreement to each customer along with his or her first billing statement. Now, DIRECTV sends the Customer Agreement to new customers along with the initial confirmation letter after the customer places his or her order. The Customer Agreement sets forth the parties' rights and obligations and explains the terms and conditions of subscribing to DIRECTV services.

4. When the Customer Agreement is updated, a copy of the updated Customer Agreement is mailed to DIRECTV's existing customers along with their next billing statement. For customers who do not receive hard-copy billing statements from DIRECTV (such as customers who accept terms and conditions to view their electronic statements online, or who receive their DIRECTV billing integrated with a Partner's billing on the Partners' statement), a copy of the Customer Agreement is mailed separately to the customer's billing address. A copy of the updated Customer Agreement is also always available to be read and/or printed from the website at directv.com/legal.

5. I have been informed that the class period in this lawsuit runs from September 17, 2004 to the present. On September 17, 2004, the version of the

DIRECTV Customer Agreement then in effect was the one dated September 2003. A true and correct copy of the September 2001 Customer Agreement is attached hereto as Exhibit A. Between September 17, 2004 and the present, DIRECTV has updated its Customer Agreement on several occasions, mailing updated agreements dated October 2004, May 2006, April 2007, April 2009, April 2010, and April 2011 to its customers. True and correct copies of these Customer Agreements are attached hereto as Exhibits B-G.

6. In my experience, if a customer has requested to receive a paper bill every month and does not receive his or her printed bill, the customer either contacts DIRECTV to inquire why they did not receive their bill, or their sendee is shut off for failure to pay. If the latter, when the customer calls to reinstate service, they generally tell DIRECTV they did not pay because they did not receive their bill. In either case, the agent verifies the mailing address with the customer and makes any necessary updates.

7. The vendor responsible for mailing DIRECTV billing statements to DIRECTV customers is DST Output. DST Output has been DIRECTV's vendor for this purpose since the launch of DIRECTV's business in June 1994. I am familiar with the procedure by which DST Output performs its services and I have on multiple occasions visited the operating center in Hartford, Connecticut where mass mailing for DIRECTV bills are prepared and sent out.

8. DIRECTV contracts with DST Output to produce and distribute all printed and electronic

DIRECTV bills. DST Output uses a web-based tool that tracks every printed bill statement, as well as each document inserted into an envelope with that statement, which is mailed to DIRECTV customers. DIRECTV provides DST Output with the segmentation criteria of customers who should receive any particular document in their bill envelope. These segmentation criteria, or "business rules," are keyed into DST Output's Campaign Manager messaging and inserting application. This application permits DIRECTV to dictate the specific items that are to be included with the monthly bill statements mailed to its customers. DST Output uses automated equipment to print out, insert, and mail the billing statements from data that DIRECTV provides. DST Output prints out the appropriate statements daily, which are fed through an "inserting machine" that also inserts individual documents as specified by DIRECTV, via the Campaign Manager application, into the outside bill envelope, such as remittance envelopes, Customer Agreements, and any promotional materials that are to be included with that month's bill.

9. This Campaign Manager messaging and inserting application has been used since January 2001. DST Output is a reliable and efficient vendor.

10. Approximately 500,000 bills (and sometimes over 1,000,000) are mailed to DIRECTV customers every day via this process coordinated by DST Output and DIRECTV. The addresses to which these mailings are sent are the billing addresses provided to DIRECTV by its customers. That address is printed on the billing statement, which is inserted into the envelope in a manner that allows

the address to be read by the postal service. The mail is sorted by zip code for different regions of the country, and then mailed using the United States Postal Service.

Plaintiff Kathy Greiner

11. I have been asked to provide information about the DIRECTV service account of Kathy Greiner (DIRECTV Account Number 023412963). I have reviewed the customer records for this account, which were created by DIRECTV in the regular course of business at or near the time of the events recorded and are maintained by DIRECTV in the regular course of business, and I discuss their contents below.

12. Kathy Greiner began subscribing to DIRECTV services on approximately June 24, 2002. Ms. Greiner's customer records indicate that her preference was to receive paper billing statements. DIRECTV mailed Ms. Greiner her first Customer Agreement (a copy of which is attached as Exhibit A) along with her first billing statement on or about June 25,2002, and sent updated Customer Agreements (attached as Exhibits B and C) along with her monthly billing statements on or about October 25, 2004 and April 25, 2006. Upon receiving each of these Customer Agreements, Ms. Greiner did not call DIRECTV to dispute any terms or conditions in the Customer Agreements, or to cancel her DIRECTV service.

13. On or about April 25, 2007, DIRECTV mailed to Ms. Greiner the 2007 Customer Agreement (attached as Exhibit D) along with her monthly billing statement. After receiving the 2007 Customer Agreement, Ms. Greiner did not dispute any terms or

conditions in the Agreement, and did not cancel her DIRECTV services.

14. Between October 26, 2006 and September 27, 2007, Ms. Greiner accepted a total of $120 in monthly package discount credits from DIRECTV. On October 24,2007, Ms. Greiner ordered a leased Digital Video Recorder ("DVR") receiver to replace her owned, out-of-warranty receiver. Ms. Greiner obtained this new leased receiver for only the cost of handling and delivery in exchange for an agreement to purchase a certain level of programming for two years. On March 9, 2008. Ms. Greiner called DIRECTV and canceled her DIRECTV service. Because she did so before fulfilling her programming commitment, DIRECTV assessed Ms. Greiner a prorated early cancellation fee.

15. Based on my review of DIRECTV records, Ms. Greiner registered herself as a directv.com user, which allows customers the option to, among other things, view billing statements and recent transactions, make payments, order equipment, and schedule appointments online. To register as a directv.com user, Ms. Greiner had to visit DIRECTV's website and create an account with a username and password. She would have had access to the Customer Agreement and other terms and conditions while she was registering on DIRECTV's website, and during any subsequent visits to directv.com.

Plaintiff Amy Imburgia

16. I have been asked to provide information about the DIRECTV service account of Amy Imburgia (DIRECTV Account Number 044675996). I have reviewed the customer records for this account,

which were created by DIRECTV in the regular course of business at or near the time of the events recorded and are maintained by DIRECTV in the regular course of business, and I discuss their contents below.

17. Ms. Imburgia began subscribing to DIRECTV services on approximately September 23, 2006. Ms. Imburgia's customer records indicate that her pretference was to receive paper billing statements. DIRECTV mailed Ms. Imburgia her first Customer Agreement (Exhibit C) along with her first billing statement on or about September 24, 2006. Eight months later, on or about May 24, 2007, DIRECTV mailed Ms. Imburgia the updated 2007 Customer Agreement (Exhibit D) along with her monthly billing statement. After receiving the 2006 and 2007 Customer Agreements, Ms. Imburgia did not call DIRECTV to dispute any terms or conditions in DIRECTV's Customer Agreements, or to cancel her DIRECTV sendees.

18. Upon initially subscribing to DIRECTV service in September 2006, Ms. Imburgia obtained a DIRECTV DVR free of charge, in exchange for an agreement that she would purchase a certain level of DIRECTV programming for two years. Ms. Imburgia suspended her DIRECTV service between September 2007 and April 2008, and thus because she did not pay for programming during that period, those months did nol count towards the fulfillment of her programming commitment. In July 2008, Ms. Imburgia called DIRECTV and cancelled her DIRECTV service. Because she did so before fulfilling her agreement-to purchase programming

for two years, DIRECTV assessed a prorated early cancellation fee.

I declare under penalty of perjury under the jaws of the United States of America and the State of California that the foregoing statements are true and correct.

Executed on May 16, 2011, in El Segundo, California.

/s/ Valerie W. McCarthy
Valerie W. McCarthy

DIRECTV.

CUSTOMER AGREEMENT

Effective as of September 1, 2001 until replaced

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS REGARDING YOUR RECEIPT AND PAYMENT OF DIRECTV SERVICE (AS DESCRIBED IN SECTION 1, BELOW). IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE. IF YOU INSTEAD DECIDE TO RECEIVE OUR SERVICE, IT WILL MEAN THAT YOU ACCEPT THESE TERMS AND, ACCORDINGLY, THEY WILL BE LEGALLY BINDING ON YOU. TO VIEW THIS AGREEMENT IN SPANISH VISIT US AT DIRECTV.COM OR CALL 1-800-330-4922 TO REQUEST A PRINTED COPY. (VISITE A DIRECTV.COM O LLAME AL 1-800-330-4922 PARA SOLICITAR ESTE DOCUMENTO.)

CONTACTING DIRECTV

You may contact us 24 hours a day, any day of the year, by calling 1-800-531-5000 or by writing to:

DIRECTV, Inc.
Customer Service
P.O. Box 92800
Los Angeles, CA 90009

You can also visit our web site at DIRECTV.com.

Thank you for choosing DIRECTV for your television programming. Service. DIRECTV provides programming Service to residents of the United States. We do not provide Service to addresses outside of the United States. This is your copy of the Customer Agreement between DIRECTV and you as a customer of DIRECTV. Please keep it for your records.

CUSTOMER AGREEMENT

1. OUR SERVICE

These are the terms on which we will provide you digital satellite entertainment programming (referred to collectively as "Service").

(a) Program Choices. We offer a variety of programming packages (at least one of which you have already selected), sports subscriptions and pay per view programming available on a basis or order. All programming selections have their own rates, terms, and conditions, information about programming is available on our web sites at DIRECTV.com or DIRECTVSPORTS.com. These rates, terms and conditions are incorporated into this Agreement. Some Service is available only if you purchase and maintain a minimum level of programming or have your receiver(s) continuously connected to a land-based telephone line.

(b) Impulse Pay Per View. You may order pay per view Service by using your on-screen program guide and remote control unit, online at DIRECTV.com or by calling us. If you use to order a pay per view Service, a fee may apply (described in Section 2). To use your remote control to order pay per view Service, your receivers must be continuously connected to a land-based telephone line. In this way, information about the program that you order is transmitted via the telephone line. During the short transmission period, you may not be able to use the line for other purposes.

(c) Your Programming Choices. You may change your programming selection or nothing at. A fee may apply to each change described in Section 2). Some programming may be purchased in minimum blocks or any month or multiples of one month.

(d) Our Programming Changes. Many different and changing considerations affect the availability, cost and quality of programming and customer demand for it. Accordingly, we must reserve the unrestricted right to change, re-arrange, add or delete our programming packages, the selections in those packages, our prices, and any other Service we offer at any time. We will endeavor to notify you of any change that is within our reasonable control and its effective date in most cases, this notice will be about one month in advance. You always have the right to cancel your Service, in whole or in part, if you do not accept the change (see Section 5). If you cancel your Service, a deactivation fee (described in Section 2) may apply. Credits, if any, to your account will be issued as described in Section 5. If you do not cancel, your continued receipt of our Service will constitute your acceptance of the change.

(e) Access Card and "Receiving Equipment" You have been provided with a card/smart access card that is inserted into your receiver and (referred to as the "Access Card"). The Access Card and the "Receiving Equipment," which included a receiver unit, a satellite dish(s) unit, and a receiving antenna (dish), are necessary to receive our Service. The Access Card will work only in the Receiving Equipment that it came with. Access Cards are nontransferable and will at all times remain the exclusive property of DIRECTV. If you tell us that the original Access Card was lost, damaged, defective, or absent, we will replace it, as long as there is no evidence of unauthorized tampering with or modification of the Access Card and your account is in good standing. A replacement fee will apply (described in Section 2). Tampering with or other unauthorized modification of the Access Card is strictly prohibited and may result in criminal or civil action. DIRECTV reserves the right to cancel or replace the Access Card, and the card must be returned to DIRECTV upon request. If you do not return the Access Card to DIRECTV when you cancel your Service, you may be charged a fee as described in Section 2.

(f) Additional Receivers. If you add additional receivers to your account, you may purchase a separate authorization for each one. Or, if all your receivers are continuously connected to the same land-based phone line, we can "mirror" the programming from your primary receiver to your additional receivers and charge you only the additional receiver fee amount described in Section 2. Pay per view programming cannot be mirrored and can be viewed only on the receiver for which it is purchased.

(g) Phone Connections. Your receiver units must always be directly connected to a land-based telephone line to receive certain Service, such as sports subscriptions and your local regional access network, and to be authorized to order pay per view Services with your remote control. If it is not so connected, or if it is connected to a line other than the one you told us, or if the line is not performing according to our requirements, we may deactivate the applicable Service. If we do, you will still be responsible for all Services purchased through the date of deactivation. Your receiver units must also be connected to the same land-based telephone line in order to be eligible to pay the additional receiver fee rather than purchase a separate authorization for each additional receiver.

(h) Mobile Units. We provide Service to Receiving Equipment that is installed in mobile units such as campers, boats and other recreational vehicles. However, without a permanent, land-based phone connection, this Receiving Equipment is not eligible for the additional receiver discount described above, pay per view ordering with the remote control, or certain programming such as sessions sports subscriptions and local regional sports networks.

(i) Private Viewing. We provide Service only for your private non-commercial use in your home. The programming may not be viewed in areas open to the public or reserved for commercial establishments. You may not reproduce, transmit, or perform the programming, charge admission for its viewing, or transmit or distribute running accounts of it. You may not use any of our trademarks for any purpose. Notwithstanding the provisions of Section 8, we or any programming provider may proceed to vindicate all the foregoing against you and other responsible parties in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission, and other applicable laws.

(j) Blackouts. Certain programming, we transmit, including some subscription Services, sports events and broadcast network Services, may be blacked out in your local broadcast area. Blackout restrictions are decided by the sports we plan and the other entities that own the local broadcast rights. You may visit our web site for more detailed information. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.

(k) Loss or Receiving Equipment. You should notify us immediately if your Receiving Equipment is stolen or removed from your premises without your authorization. If you notify us within 3 days after such occurs, we will not charge you for any unauthorized use. In any case we will not charge you for unauthorized use occurring after we receive your notification.

(l) Transfer of Receiving Equipment. You should also notify us immediately if you sell or transfer your Receiving Equipment to someone else. We consider you the owner of the Receiving Equipment and the recipient of our programming unless and until you notify us otherwise. You may be liable for charges incurred in the use of your Receiving Equipment by others until you have notified us.

(m) Your Viewing Restrictions. It is your responsibility to impose any viewing restrictions on other family members or guests, as you deem appropriate. We are not responsible to you or anyone else based on the content of our programming.

(n) Change of Address. You must notify us immediately of any change in your name, mailing address, residence address, or telephone number.

2. PAYMENT

In return for receiving our Service, you promise to pay us as follows:

(a) Prepayments. You will pay in advance, at our rates in effect at the time, for all Service ordered by you or anyone who uses your Receiving Equipment with or without your permission, through all periods until the Service is canceled.

(b) Taxes. You will pay all taxes or other governmental fees and charges, if any, which are assessed based on your receipt of our Service.

(c) Administrative Fees. In order to current the basic charges, which apply to all customers, we charge fees that arise in specific circumstances only to those customers responsible for them. This list is not exclusive, and DIRECTV reserves the right to modify these fees or charge additional fees. Accordingly, you will pay the following fees when they are applicable:

(1) Additional Activation Fee. We may charge you a fee (no lesser of (i) up to $50.00; and (ii) the maximum amount permitted where applicable law) prior to or upon activation of your Service account.

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(7) *Access Card Replacement Fee.* If we have to replace the Access Card we may charge you a replacement fee of up to $150.00. If you return the old Access Card to us, you may receive partial credit to your account. If you request overnight delivery of the replacement Access Card, you must pay a shipping and handling fee of up to $15.00.

(8) *Additional Receiver Authorization Fee.* If you meet the qualifications described in Section 1(f), we may charge you a monthly fee of up to $4.00 for each additional receiver, rather than a full subscription fee on each additional receiver. This reduced rate is available only if all receivers are located at your residence and are communicably connected to the same land-based telephone line. If not, you will be responsible for the full amount of our programming charges for each receiver.

(9) *Administrative Late Fee.* If we do not receive your payment by the due date appearing on your bill, we may charge you an administrative late fee of the lesser of (i) up to $5.00 and (ii) the maximum amount permitted under applicable law per month or partial month until the delinquent amount is paid in full, subject to applicable law. This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature. You acknowledge that this fee is reasonably related to the actual expenses we incur due to late payment and may be subject to limitations set forth by law in your state.

(10) *Change of Service Fee.* If you change your Service package to a lower-priced package, we may charge you a fee the lesser of (i) up to $5.00 and (ii) the maximum amount permitted under applicable law.

(11) *Payment by Phone Fee.* If you elect to pay any outstanding balance over the telephone using your checking account, credit card, or any other payment option, we may charge you the lesser of (i) up to $5.00 and (ii) the maximum amount permitted under applicable law.

(12) *Deposits.* We may require that you provide a deposit prior to or upon the activation or reactivation of your Service, which we may apply against any unpaid amounts at any time. Deposits will appear on your bills as credits, from which we will deduct our charges. Deposits will not earn interest.

(13) *Order Assistance Fee.* If you order a pay per view Service by calling us, instead of using the on-screen remote control ordering capability or ordering online, we may charge you a fee of up to $5.00 for each adult-oriented movie, event or other program so ordered, even if it is later cancelled.

(14) *Deactivation Fee.* If you cancel your Service or we deactivate your Service because of your failure to pay or for some other breach on your part, we may charge you a fee the lesser of (i) up to $15.00 and (ii) the maximum amount permitted under applicable law.

(15) *Duplicate Statement Fee.* If you request a duplicate statement, we may charge you a fee the lesser of (i) up to $1.75; and (ii) the maximum amount permitted under applicable law for each statement copy.

(16) *Ledger Request Fee.* If you request a payment ledger itemizing past payments on your account, we may charge you a fee the lesser of (i) up to $3.75; and (ii) the maximum amount permitted under applicable law.

(17) *Returned Payment Fee.* If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to your account, we may charge you a collection fee the lesser of (i) up to $25.00 ($15.00 for residence of West Virginia); and (ii) the maximum amount permitted under applicable law. You acknowledge that this fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature and it is reasonably related to the actual expenses we incur due to unreimbursed payment.

(d) Billing Statements. We will send you a statement for each billing cycle (usually once every 30 days) unless you have a zero or nothing balance due, or a nothing credit balance, on your account at the end of a billing cycle. Supplements will show (1) payments, credits, purchases, and any other charges to your account, (2) the amount you owe us, and (3) the payment due date. If you elect to make automatic credit or debit card payments, you will not receive monthly statements unless you request that they be sent.

(e) Questions About Your Statement. If you think your statement is incorrect or if you need more information about it, contact us. We will respond to you, and try to resolve any complaints you have as promptly as we can. If you write to us, please include the following information:

your name and account number;

the dollar amount in question;

an explanation of why you believe there is an error;

any suggestions you may have for solving the problem;

if you need more information about an item, describe the item and what information you need.

If you have questions, call or write us as soon as possible. Please do not include correspondence with your payment; use the address on the first page of this agreement. In order for us to investigate the problem, you must contact us within 60 days of the date you receive the statement in question. Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible deactivation of Service.

(f) Payments. Except as otherwise permitted under applicable law, you agree that you will pay your statements by credit or debit card, electronic funds transfer payments or other such payment method as DIRECTV may designate. Due to the subjective nature of creditworthiness, we reserve the right to require pre-payment for any Service via cashier's check, money order, or credit card, regardless of some objective credit rating or any past practice. The outstanding balance is due in full each month. We may in our discretion, accept partial payments, which will be applied to the oldest outstanding statement. Any "payment in full" notation or other restrictive endorsement written on your payments will restrict our ability to collect all amounts owing to us.

(g) If You Don't Pay On Time. We may deactivate your Service if you do not pay your statements on time, after any applicable grace period. If you purchased an annual subscription to any Service and your account is past due, we may convert your subscription to a monthly subscription. If so, we will prorate your subscription and amounts owed to us and will apply your pre-payments to past due amounts and any remaining credit to future obligations.

(h) Consumer Reporting Credit. In order to establish an account with us, you authorize us to inquire into your credit-worthiness (subject to Section 6) by checking with credit reporting agencies. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies.

(i) Collection Costs. You will pay us any costs we reasonably incur to collect amounts you owe us, including, without limitation, reasonable attorney's fees.

3. RECEIVING EQUIPMENT

We do not impose Receiving Equipment or any other equipment you may use to receive and display our programming. If you obtain your Receiving Equipment and any installs, parts and service from suppliers, we do not warrant these or any way whatsoever and are not in any way responsible for the statements, conditions, promises, or warranties of such suppliers. You should direct any complaints about Receiving Equipment to the supplier from which you obtained the Receiving Equipment and any repairs, parts and service.

4. CHANGES IN CONTRACT TERMS

Due to the evolving nature of the multi-channel video programming distribution industry, its competition and the requirements and costs of programming suppliers, we must reserve the right to change our programming and the terms on which we offer Service from time to time, as we believe appropriate, including our fees and charges. If we make any such changes, we will send you a notice describing them and their effective date, in the manner described in Section 8(a). You always have the right to cancel your Service in whole or in part at any time, and you may do so if you do not accept any such changed terms or changes in programming. If you do cancel, you may be charged a deactivation fee and issued a credit in accordance with Section 5. If you elect not to cancel your Service after receiving our notice of a change, your continued receipt of Service from us will constitute your acceptance of the changed terms. If you notify us that you do not accept such terms, then we may cancel your Service as provided in Section 5, as we cannot offer Service to different customers on different terms.

5. CANCELLATION

(a) Term. The term of this Agreement is indefinite and Service will continue until canceled as provided herein. We will automatically renew Service that you subscribe to on a periodic basis, including monthly and annual subscriptions and seasonal sports subscriptions, as long as we continue to carry the Service, unless you notify us that you wish to cancel it.

(b) Your Cancellation. You may cancel Service by notifying us. You may be charged a deactivation fee as described in Section 2 and issued a credit as described below. Your notice is effective on the day we receive it. You will still be responsible for payment of all outstanding balances accrued through that effective date.

For Services sold only in blocks of one month or multiples of one month, if you cancel such Service, we will credit you only for full months not used. For example, if you subscribe for a year of such Service for January through December and then cancel on March 10, we will credit you for the subscription fees for April through December. However, we will not credit any fees for January through March. Additionally, we will not credit prepaid seasonal sports subscriptions after the season starts.

(c) Our Cancellation. We may cancel your Service at any time if you fail to pay amounts owing to us when due, subject to any grace periods, or breach any other material provision of this Agreement. In such case you will still be responsible for payment of all outstanding balances accrued through that effective date, including the deactivation fee described in Section 2. In addition, we may cancel your Service if you elect not to accept any changed terms described to you as provided in Section 4.

6. PERSONAL DATA

We collect personally identifiable information about our customers ("Personal Data"). The use and disclosure of this Personal Data is governed by our Privacy Policy and, to the extent not inconsistent with the Privacy Policy, by this Agreement. A copy of our Privacy Policy is available on our web site. We will also send you a copy if you send your written request to the address DIRECTV Privacy Policy, P.O. Box 92550, Los Angeles, CA 90009.

7. LIMITS ON OUR RESPONSIBILITY

(a) Service Interruptions. Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God, severe weather or any other cause beyond our reasonable control. However, because we value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your request we will provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for such Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.

(b) Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE OR YOUR RECEIVING EQUIPMENT. ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE DISCLAIMED.

(c) Limitation of Liability. WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE RECEIVING EQUIPMENT OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. REGARDLESS OF THE CAUSE, OUR TOTAL LIABILITY FOR DAMAGES OR LOSSES TO YOU AND ANY OTHER PERSONS RECEIVING OUR SERVICE, WILL IN NO EVENT EXCEED THE AMOUNT THAT YOU HAVE PAID TO US FOR THE SERVICE THAT YOU RECEIVED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. THIS ALLOCATION OF RISK IS REFLECTED IN OUR PRICES. You may have greater rights than described above under your state's laws. You should consult them.

(d) Third-Party Services. You agree that this Agreement does not provide You and the Service does not include, any warranty services or other services that we might provide occasionally, including, without limitation, any firm-based or other warranty programs.

8. RESOLVING DISPUTES

In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim relating to this Agreement, any addendum, or your Service (referred to as a "Claim") will be resolved as follows:

(a) Informal Resolution. We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims described in Section 8(d)) below) for at least 60 days after one of us notifies the other of a Claim in writing. You will send your notice to the address on the first page of this Agreement, and we will send our notice to your billing address.

(b) Formal Resolution. Except as provided in Section 8(d), if we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration. The arbitration will be conducted under the Commercial Arbitration Rules of the American Arbitration Association that are in effect at the time the arbitration is initiated (referred to as the "AAA Rules") and under the rules set forth in this Agreement. If there is a conflict between the AAA Rules and the rules set forth in this Agreement, the rules set forth in this Agreement will govern. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. If you initiate the arbitration, you agree to pay a fee of $125 or less and you tell us in writing, the amount that you would pay to initiate a lawsuit against us in the appropriate court of law in your state. We agree to pay any additional fee or deposit required by the American Arbitration Association in excess of your filing fee. We also agree to pay the costs of the arbitration proceeding up to a maximum of one-half day (four hours) of hearings. Other than, each we attorney's fees, witnesses or appeal to the arbitration and the costs of a proceeding that goes beyond one-half day will be paid in accordance with the AAA Rules. The arbitration will be held at a location within one hundred miles of your residence unless you and we both agree to another location. To start an arbitration, you or we must do the following things:

(i) Write a demand for arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered.

(ii) Send three copies of the demand for arbitration, plus the appropriate filing fee to:

American Arbitration Association
13455 Noel Road, Suite 1750
Dallas, Texas 75240-6636
(800) 426-6790

(iii) Send one copy of the demand for arbitration to the other party.

(c) Binding Rules. In the arbitration proceeding, the arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. A court may sever any portion of Section 8 that it finds to be unenforceable.

(d) Exceptions. Notwithstanding the foregoing: (i) any Claim listed in Section 1(f) above; and (ii) any dispute involving a violation of the Communications Act of 1934, 47 U.S.C. § 605, the Digital Millennium Copyright Act, 17 U.S.C. § 1201, the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, or any other analogous law governing Theft of Service, may be decided only by a court of competent jurisdiction.

9. MISCELLANEOUS

(a) Notice. Notices to you will be deemed given when deposited in the U.S. Mail and addressed to you at your last known address, hand delivered to you at your place of residence, or sent electronically via your DIRECTV email system. Mailed notices may be included in your statements to you. We may also provide notice to you by email or telephone, which will be deemed given when a message is left with you or someone answering the telephone at your residence. Your notices to us will be deemed given when we receive them at the address or telephone number set forth on the first page of this Agreement.

(b) Applicable Law. The implementation and enforcement of this Agreement shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the state and local area where Service is provided to you. This Agreement is subject to modification if required by such laws. Notwithstanding the foregoing, Section 8 shall be governed by the Federal Arbitration Act.

(c) Assignment of Account. We may assign your account or this Agreement and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts. In the event of an acquisition, corporate reorganization, merger or sale of substantially all of DIRECTV's assets to another entity, You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise.

(d) Other. No salesperson or other representative is authorized to supplement or change this Agreement, in no event shall this Agreement or any other agreement with DIRECTV be modified orally. If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed.

THANK YOU.

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DIRECTV.

CUSTOMER AGREEMENT

Effective as of October 1, 2004, until replaced

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS REGARDING YOUR RECEIPT AND PAYMENT OF DIRECTV® SERVICE. IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE. IF YOU INSTEAD DECIDE TO RECEIVE OUR SERVICE, IT WILL MEAN THAT YOU ACCEPT THESE TERMS AND, ACCORDINGLY, THEY WILL BE LEGALLY BINDING ON YOU. TO VIEW THIS AGREEMENT IN SPANISH VISIT US AT DIRECTV.COM OR CALL 1-800-369-6822 TO REQUEST A PRINTED COPY. (VISITE A DIRECTV.COM [SOLAMENTE EN INGLÉS] O LLAME AL 1-800-369-6822 PARA SOLICITAR ESTE DOCUMENTO.)

CONTACTING DIRECTV:

You may contact us 24 hours a day, any day of the year, by calling 1-800-531-5000 or by writing to:

DIRECTV, Inc.
Customer Service
P.O. Box 78214
Boise, ID 83707-0114

You can also visit our Web site at DIRECTV.com.

If your bill for DIRECTV Service comes from a third party, such as a member or affiliate of the National Rural Telecommunications Cooperative (NRTC), please use the contact information provided on your bill for any questions about your DIRECTV Service.

Thank you for choosing DIRECTV. DIRECTV provides digital satellite entertainment programming (referred to collectively as "Service") to residents of the United States. We do not provide Service to addresses outside of the United States. This is your copy of the Customer Agreement between DIRECTV and you, as a customer of DIRECTV. Please keep it for your records.

CUSTOMER AGREEMENT

1. OUR SERVICE

These are the terms on which we will provide you Service:

(a) Program Choices. We offer a variety of programming packages, sports subscriptions and pay per view programming available on special order. You must subscribe to a base package in order to receive additional Services such as premium movie services or sports subscriptions. All programming selections have their own rates, terms, and conditions. Information about programming is available on our Web site at DIRECTV.com. Some Service is available only if you purchase and maintain a minimum level of programming or have your receiver(s) continuously connected to a land-based telephone line.

(b) Ordering Pay Per View. You may order pay per view Service by using your on-screen program guide and remote control unit, online at DIRECTV.com or by calling us. If you call to order or order online a fee may apply (described in Section 2). To use your remote control to order, your receiver must be continuously connected to a land-based telephone line. Your order is transmitted via the telephone line, and during the short transmission period, you may not be able to use the line for other purposes. Frequent or recurring cancellation of previously ordered pay per view Services may result in cancellation of your account, restrictions on your ability to order pay per view Services, or imposition of additional fees for pay per view Services ordered before cancellation.

(c) Your Programming Changes. You may change your programming selection by notifying us. A fee may apply to such changes (described in Sections 2 & 5(d)). Some programming may be purchased in minimum blocks of one month or multiples of one month.

(d) Our Programming Changes. Many different and changing considerations affect the availability, cost and quality of programming and customer demand for it. Accordingly, we must reserve the unrestricted right to change, rearrange, add or delete our programming packages, the selections in those packages, our prices, and any other Service we offer, at any time. We will endeavor to notify you of any change that is within our reasonable control and be effective date. In most cases, this notice will be about one month in advance. You always have the right to cancel your Service, in whole or in part, if you do not accept the change (see Section 6). If you cancel your Service, a deactivation fee (described in Sections 2 & 5(d)) may apply. Credits, if any, to your account will be posted as described in Section 5. If you do not cancel, your continued receipt of our Service will constitute acceptance.

(e) Access Card. You have received a conditional access card (referred to as the "Access Card") that is inserted into your receiver and a License Agreement governing your use of the Access Card while you are receiving our Service. Access Cards are non-transferable and will at all times remain the exclusive property of DIRECTV. If you tell us that the original Access Card was lost, damaged, defective or stolen, we will replace it, so long as there is no evidence of unauthorized tampering with or modification of the Access Card and your account is in good standing. A replacement fee may apply (described in Section 2). Tampering with or other unauthorized modification of the Access Card is strictly prohibited and may result in criminal or civil action. Tampering with or inserting any device into your receiver unit other than an authorized, unmodified Access Card is prohibited. DIRECTV reserves the right to replace or restore the Access Card, and the card must be returned to DIRECTV upon request. If you do not return the Access Card to DIRECTV when you cancel your Service, you may be charged a fee as described in Section 2. Requesting Access Cards on behalf of other persons or for purposes other than lawful viewing of DIRECTV Services is prohibited.

(f) Additional TVs. If you add separate Service on additional TVs, you may purchase a separate subscription for each TV. Or, if all your receivers are continuously connected to the same land-based phone line, we can "reserve" the programming to your additional TVs and charge you only the fee amount described in Section 2. Pay per view programming cannot be reserved and can be viewed only on the TV for which it is purchased. You agree to provide true and accurate information about the location of your receivers.

(g) Phone Connections. Your receiver units must always be directly connected to a land-based telephone line to receive certain Service, such as sports subscriptions and your local regional sports network, and to be authorized to order pay per view Services with your remote control. If it is not so connected, or if it is connected to a line other than the one you tell us, or if the line is not performing according to our requirements, we may deactivate the applicable Service. If we do, you will still be responsible for all Services purchased through the date of deactivation. Your receiver units must also be connected to the same land-based telephone line in order to be eligible to pay the additional TV fee (see 1(f)) rather than purchase a separate subscription for each additional TV.

(h) Mobile Units. We provide Service to Receiving Equipment that is installed in mobile units such as campers, boats and other recreational vehicles. However, without a permanent land-based phone connection, this Receiving Equipment is not eligible for the additional TV authorization discount described in 1(f), pay per view ordering with the remote control, or certain programming such as seasonal sports subscriptions and local regional sports networks.

(i) Private Viewing. We provide Service only for your private non-commercial use, enjoyment and home viewing. The programming may not be viewed in areas open to the public or received by commercial establishments. You may not rebroadcast, transmit, or perform the programming, charge admission for its viewing, or transmit or distribute running accounts of it. You may not use any of our trademarks for any purpose. Notwithstanding the provisions of Section 8, we or any programming provider may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction under the rules and regulations of the Federal Communications Commission, and other applicable laws.

(j) Blackouts. Certain programming we transmit, including some subscription Services, sports events and broadcast network Services, may be blacked out in your local reception area. Blackout restrictions are decided by the sports leagues and the other entities that own the local broadcast rights. You may visit our Web site for more blackout information. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.

(k) Loss of Receiving Equipment. You should notify us immediately if your receiver unit, remote control unit and receiving antenna dish (referred to collectively as "Receiving Equipment") is stolen or removed from your premises without your authorization. If you notify us within 3 days after such removal, we will not charge you for any unauthorized use. In any case, we will not charge you for unauthorized use occurring after we receive your notification.

(l) Transfer of Receiving Equipment. You should also notify us immediately if you sell or transfer your Receiving Equipment to someone else. We consider you the owner of the Receiving Equipment and the recipient of our programming unless and until you notify us otherwise. You may be liable for charges incurred in the use of your Receiving Equipment by others until you have notified us.

(m) Your Viewing Restrictions. It is your responsibility to impose any viewing restrictions on other family members or guests, as you think appropriate. We are not responsible to you or anyone else based on the content of our programming.

(n) Change of Address. You must notify us immediately of any change in your name, mailing address, residence address or telephone number.

2. PAYMENT

In return for receiving our Service, you promise to pay us as follows:

(a) Programming. You will pay in advance, at our rates in effect at the time, for all Service ordered by you or anyone who uses your Receiving Equipment, with or without your permission, through all periods until

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the Service is canceled. The outstanding balance is due in full each month. We may in our discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written on your payments will restrict our ability to collect all amounts owing to us. We may deactivate your Service if you do not pay your statements on time, after any applicable grace period. If you purchased an annual subscription to any Service and your account is past due, we may convert your subscription to a monthly subscription. If so, we will prorate your subscription and amounts owed to us and will apply your pre-payments to past due amounts and any remaining credit to future obligations.

(b) Taxes. You will pay all taxes or other governmental fees and charges, if any, which are assessed.

(c) Administrative Fees. In order to control the basic charges, which apply to all customers, we charge fees that arise in specific circumstances only to those customers responsible for them. The list is not exclusive, and DIRECTV reserves the right to modify these fees or charge additional fees. Accordingly, you will pay the following fees when they are applicable:

(1) *Account Activation Fee.* We may charge you a fee the lesser of: (I) up to $50.00; and (II) the maximum amount permitted under applicable law prior to or upon activation of your Service account.

(2) *Access Card Replacement Fee:* If you do not return the Access Card when requested to do so, or if we have to replace the Access Card, we may charge you a replacement fee of up to $999.00. If you return the old Access Card to us, you may receive partial credit to your account. If you request overnight delivery of the replacement Access Card, you must pay a shipping and handling fee of up to $15.00.

(3) *Additional TV Authorization Fee:* If you meet the qualifications described in Section 1(f), we may charge you a monthly fee of up to $4.99 for separate Services on each additional TV, rather than a full subscription fee for Services on each additional TV. This reduced rate is available only if all receivers are located at your residence and are continuously connected to the same land-based telephone line. If not, you will be responsible for the full amount of our programming charges for each TV.

(4) *Administrative Late Fee:* If we do not receive your payment by the due date appearing on your bill, we may charge you an administrative late fee of the lesser of (I) up to $5.00 and (II) the maximum amount permitted under and subject to applicable law per month or partial month until the delinquent amount is paid in full. The late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature. You acknowledge that this fee is reasonably related to the actual expenses we incur due to late payment and may be subject to limitations set forth by law in your state.

(5) *Change of Service Fee:* If you change your Service package to a lower-priced package, we may charge you a fee the lesser of (I) up to $5.00 and (II) the maximum amount permitted under applicable law.

(6) *Check by Phone Fee:* If you elect to pay any outstanding balance over the telephone using your checking account, we may charge you the lesser of (I) up to $5.00; and (II) the maximum amount permitted under applicable law.

(7) *Deposits:* We may require that you provide a deposit prior to or upon the activation or reactivation of your Service, which we may apply against any unpaid amounts at any time. Deposits will appear on your bills as credits, from which we will deduct our charges. Deposits will not earn interest.

(8) *Order-Assistance Fee:* If you order a pay per view Service (by calling us or ordering online), we may charge you a fee of up to $5.00 for each separate movie, event or other program so ordered, even if it is later canceled.

(9) *Deactivation Fee:* If you cancel your Service or we deactivate your Service because of your failure to pay or for some other breach on your part, we may charge you a fee the lesser of (I) up to $15.00; and (II) the maximum amount permitted under applicable law.

(10) *Duplicate Statement Fee:* If you request a duplicate statement, we may charge you a fee the lesser of (I) up to $1.75; and (II) the maximum amount permitted under applicable law for each statement copy.

(11) *Ledger Request Fee:* If you request a payment ledger itemizing past payments on your account, we may charge you a fee the lesser of (I) up to $2.75; and (II) the maximum amount permitted under applicable law.

(12) *Returned Payment Fee:* If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to your account, we may charge you a collection fee the lesser of (I) up to $25.00 ($15.00 for residents of West Virginia); and (II) the maximum amount permitted under applicable law. You acknowledge that this fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature and it is reasonably related to the actual expenses we incur due to unsatisfied payment.

(d) Billing Statements. We will send you a statement for each billing cycle (usually once every 30 days) unless you have a zero or nominal balance due, or a nominal credit balance, on your account at the end of a billing cycle. Statements will show: (1) payments, credits, purchases and any other charges to your account; (2) the amount you owe us; and (3) the payment due date. If you elect to make automatic credit or debit card payments, you will not receive monthly statements unless you request that they be sent.

(e) Questions About Your Statement. If you think your statement is incorrect or if you need more information about it, contact us. We will respond to you and try to resolve any complaints you have as promptly as we can. If you write to us, please include the following information:

- your name and account number;
- the dollar amount in question;
- an explanation of why you believe there is an error;
- any suggestions you may have for solving the problem.

If you need more information about an item, describe the item and what information you need.

If you have questions, call or write us as soon as possible. Please do not include correspondence with your payment; use the address on the first page of this agreement. In order for us to investigate the problem, you must contact us within 60 days of the date you receive the statement in question. Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible deactivation of Service.

Remember, if your bill for DIRECTV Service comes from a third party (such as a member or affiliate of the NRTC), please use the contact information provided on your bill for any questions about your DIRECTV statement.

(f) Consumer Reporting Credit. In order to establish an account with us, you authorize us to inquire into your creditworthiness (subject to Section 6), by checking with credit reporting agencies. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies. Due to the subjective nature of creditworthiness, we reserve the right to require pre-payment for any Service via cashier's check, money order, or credit card, regardless of some objective credit rating or any past practice.

(g) Collection Costs. To the extent permitted by law, you will pay us any costs we reasonably incur to collect amounts you owe us, including, without limitation, reasonable attorney's fees.

3. CUSTOMER INFORMATION

(a) Representations. You represent that you are at least 18 years of age and a resident of the United States.

(b) Contact Information. You agree to provide true, accurate, current and complete contact information about yourself, and maintain and promptly update your contact information to keep it true, accurate and complete.

(c) Online Access. You are responsible for maintaining the confidentiality of the password and account username used for online billing services and account maintenance at DIRECTV.com, and are fully responsible for all activities that occur under your password and account. You agree to (I) keep your username and password confidential and not share them with anyone else; (II) immediately notify DIRECTV of any unauthorized use of your password and account or other breach of security; and (III) use only your username and password to log into DIRECTV.com.

4. CHANGES IN CONTRACT TERMS

We reserve the right to change the terms and conditions on which we offer Service. If we make any such changes, we will send you a copy of your new Customer Agreement containing its effective date. You always have the right to cancel your Service, in whole or in part at any time, and you may do so if you do not accept any such changed terms or conditions. If you do cancel, you may be charged a deactivation fee and issued a credit in accordance with Section 5. If you elect not to cancel your Service after receiving a new Customer Agreement, your continued receipt of Service from us will constitute acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then we may cancel your Service as provided in Section 5, as we cannot offer Service to different customers on different terms.

5. CANCELLATION

(a) Term. The term of this Agreement is indefinite and Service will continue until canceled as provided herein. WE WILL AUTOMATICALLY RENEW SERVICE THAT YOU SUBSCRIBE TO ON A PERIODIC BASIS, INCLUDING MONTHLY AND ANNUAL SUBSCRIPTIONS AND SEASONAL SPORTS SUBSCRIPTIONS, AS LONG AS WE CONTINUE TO CARRY THE SERVICE, UNLESS YOU NOTIFY US THAT YOU WISH TO CANCEL IT.

(b) Your Cancellation. You may cancel Service by notifying us. You may be charged a deactivation fee as described in Section 2 and issued a credit as described below. Your notice is effective on the day we receive it. You will still be responsible for payment of all outstanding balances accrued through that effective date. In addition to any deactivation or change of service fees provided in Section 2, if you cancel Service or change your Service package you may be subject to a prorated fee of up to $150.00 if you have entered into a separate annual programming commitment with DIRECTV, and have failed to maintain the required programming package for the required period of time.

For Services sold only in blocks of one month or multiples of one month, if you cancel such Service, we will credit you only for full months not used. For example, if you subscribe for a year of such Service for January through December and then cancel on March 10, we will credit you for the subscription fees for April through December. However, we will not credit any fees for January through March. Additionally, we will not credit prepaid seasonal sports subscriptions after the season starts.

(c) Our Cancellation. We may cancel your Service at any time if you fail to pay amounts owing to us when due, subject to any grace periods, or breach any other material provision of this Agreement. In such case, you will still be responsible for payment of all outstanding balances accrued through that effective date, including the deactivation fee described in Section 2. In addition, we may cancel your Service if you elect not to accept any changed terms described to you, as provided in Section 4.

8. PERSONAL DATA

We collect personally identifiable information about our customers ("Personal Data"). The use and disclosure of the Personal Data is governed by our Privacy Policy and, to the extent not inconsistent with the Privacy Policy, by this Agreement. A copy of our Privacy Policy is available on our Web site. We will also send you a copy if you send your written request to this address: DIRECTV Privacy Policy, P.O. Box 70014, Boise, ID 83707-0014.

7. DIRECTV® DVR SERVICE

DIRECTV DVR Service gives you the ability to see and record televised programs ("Third Party Content"). You understand that DIRECTV does not guarantee the access to or recording of any particular program, or the length of time any particular recorded program may remain available for your viewing. You also understand that Third Party Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws. You agree that DIRECTV will have no liability to you, or anyone else who uses your DIRECTV DVR Service, with regard to any Third Party Content. DIRECTV may, at its discretion, from time to time change, add or remove features of the DIRECTV DVR Service, or change the service fee for DIRECTV DVR Service.

We primarily use local telephone calls to provide the DIRECTV DVR Service. You are responsible for such telephone charges and acknowledge and agree that you shall be solely responsible for all disputes with any telephone company related to the same.

If you paid a "lifetime service fee," you will not be charged a fee for your DIRECTV DVR Service as long as you maintain television programming service from DIRECTV on the same account. If you disconnect your DIRECTV television programming service and later reconnect on the same account, your DIRECTV DVR service will be reconnected and you will not be charged a fee for DIRECTV DVR Service.

By receiving the DIRECTV DVR Service, you agree to the following license. The term "Software" shall include any upgrades, modified versions, additions and copies of certain software for the DIRECTV DVR Service or your DIRECTV Digital Satellite Recorder that may be provided by DIRECTV from time to time. The term "End User Documentation" shall mean the documentation and related explanatory written materials provided to you, in connection with licensing by you, of any Software. DIRECTV grants to you a non-exclusive license to use the Software, provided that you agree to the following:

(a) License Grant. You may use the Software solely in executable code form and solely in conjunction with the DIRECTV Digital Satellite Recorder that you purchased.

(b) Restrictions. You may not copy, modify or transfer the Software, or any copy thereof, in whole or in part. You may not reverse engineer, disassemble, decompile or translate the Software, or otherwise attempt to derive the source code of the Software, except to the extent allowed under any applicable law. Any attempt to transfer any of the rights, duties or obligations of this license agreement is void. You may not rent, lease, load, resell for profit or distribute the Software, or any part thereof.

(c) Ownership. The Software is licensed, not sold, to you for use only under the terms of this license agreement, and DIRECTV and its suppliers reserve all rights not expressly granted to you. You shall own the media, if any, on which Software or End User Documentation is recorded, but DIRECTV and its suppliers retain ownership of all copies of the Software itself.

(d) Reservation of Rights. Except as stated above, this license agreement does not grant to you any intellectual property rights in the Software.

(e) Term. If you breach any term or condition of this license agreement, this license agreement will terminate immediately upon notice to you.

(f) Warranty Disclaimer. NEITHER DIRECTV, NOR ANY OF ITS REPRESENTATIVES MAKES OR PASSES ON TO YOU, OR OTHER THIRD PARTY ANY WARRANTY OR REPRESENTATION ON BEHALF OF DIRECTV OR ITS SUPPLIERS (INCLUDING TIVO) WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

(g) Limitation of Liability. IN NO EVENT WILL DIRECTV OR ITS SUPPLIERS BE LIABLE TO YOU WITH RESPECT TO THE SOFTWARE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING LOST PROFITS OR LOST SAVINGS, EVEN IF DIRECTV OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to you.

(h) Third-Party Beneficiary. DIRECTV and you expressly acknowledge and agree that TiVo, Inc., a Delaware corporation with its principal place of business at 2160 Gold Street, Alviso, CA 95002, is an intended third-party beneficiary of this license agreement to the extent that the license agreement contains provisions that relate to your use of the Software licensed hereby. Such provisions are made expressly for the benefit of TiVo and are enforceable by TiVo in addition to DIRECTV.

9. LIMITS ON OUR RESPONSIBILITY

(a) Service Interruptions. Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God, power failure or any other cause beyond our reasonable control. However, because we value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your request we will provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for such Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.

(b) Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE OR YOUR RECEIVING EQUIPMENT. ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE DISCLAIMED.

(c) Limitations of Liability. WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE RECEIVING EQUIPMENT OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE, REGARDLESS OF THE CAUSE. OUR TOTAL LIABILITY FOR DAMAGES OR LOSSES TO YOU AND ANY OTHER PERSONS RECEIVING OUR SERVICE, WILL IN NO EVENT EXCEED THE AMOUNT THAT YOU HAVE PAID TO US FOR THE SERVICE THAT YOU RECEIVED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. THIS ALLOCATION OF RISK IS REFLECTED IN OUR PRICES. You may have greater rights than described above under your state's laws. You should consult them.

(d) Warranty Services. You agree that this Agreement does not provide for, and the Service does not include, any warranty services or other services that we might provide separately, including, without limitation, any fee-based or other warranty programs.

8. RESOLVING DISPUTES

In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim relating to this Agreement, any added-on, or your Service (referred to as a "Claim") will be resolved as follows:

(a) Informal Resolution. We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims described in Section 9(d) below) for at least 60 days after [redacted] of us notifies the other of a Claim in writing. You will send your notice to the address on the first page of this Agreement, and we will send our notice to your billing address.

(b) Formal Resolution. Except as provided in Section 9(d), if we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration. The arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated (referred to as the "JAMS Rules") and under the rules set forth in this Agreement. If there is a conflict between JAMS Rules and the rules set forth in this Agreement, the rules set forth in this Agreement will govern. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law. If you initiate the arbitration, you agree to pay a fee of $125.00 or, if less and you tell us in writing, the amount that you would pay to initiate a lawsuit against us in the appropriate court of law in your state. We agree to pay any additional fee or deposit required by JAMS in excess of your filing fee. We also agree to pay the costs of the arbitration proceeding. Other fees, such as attorney's fees and expenses of travel to the arbitration will be paid in accordance with JAMS Rules. The arbitration will be held at a location in your hometown area unless you, and we both agree to another location. To start an arbitration, you or we must: do the following things:

(1) Write a Demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at jamsadr.com.

(2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee to:

JAMS
500 North State College Blvd., Suite 600
Orange, CA 92868
1-800-352-5267

(3) Send one copy of the demand for arbitration to the other party.

(c) Special Rules. In the arbitration proceeding, the arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. In the event JAMS adopts, or modifies its existing rules to provide for class action proceedings, you and we agree to waive application of such rules. Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in private attorney general capacity. A court may sever any portion of Section 9 that is found to be unenforceable, except for the prohibition on class or representative arbitration.

(d) Exceptions. Notwithstanding the foregoing: (1) any Claim listed on Section 1(f) above; and (2) any dispute involving a violation of the Communications Act of 1934, 47 U.S.C. § 605, the Digital Millennium Copyright Act, 17 U.S.C. § 1201, the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 or any other statement or law governing theft of service, may be decided only by a court of competent jurisdiction.

10. MISCELLANEOUS

(a) Notice. Notices to you will be deemed given when personally delivered, addressed to you at your last known address and Dispatched in the U.S. Mail (which may include inclusion in your monthly billing statement), sent electronically via your DIRECTV email system, or delivered telephonically, deemed given when a message is left at your residential telephone number on your account. Your notices to us will be deemed given when we receive them at the address or telephone number set forth on the first page of this Agreement.

(b) Applicable Law. The interpretation and enforcement of this Agreement shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the state and local area where Service is provided to you. This Agreement is subject to modification if required by such laws. Notwithstanding the foregoing, Section 9 shall be governed by the Federal Arbitration Act.

(c) Assignment of Account. We may assign your account or this Agreement and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of the party's assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise.

(d) Other. This agreement and any activation or programming commitment agreement that you signed constitute our entire agreement. No salesperson or other representative is authorized to change it. If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed.

THANK YOU.

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CUSTOMER AGREEMENT

Effective as of May 1, 2006, until replaced

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS OF YOUR RECEIPT AND PAYMENT OF DIRECTV® SERVICE AND IS SUBJECT TO ARBITRATION (SECTION 9). IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE. IF YOU INSTEAD DECIDE TO RECEIVE OUR SERVICE, IT WILL MEAN THAT YOU ACCEPT THESE TERMS AND THEY WILL BE LEGALLY BINDING. TO VIEW THIS AGREEMENT IN SPANISH VISIT DIRECTV.COM/ACUERDO OR CALL 1-888-388-4822 TO REQUEST A PRINTED COPY. (VISITE A DIRECTV.COM/ACUERDO O LLAME AL 1-888-388-4822 PARA SOLICITAR ESTE DOCUMENTO.)

CONTACTING DIRECTV:

You may contact us 24 hours a day, any day of the year, by calling 1-800-531-5000 or by writing to:

DIRECTV, Inc.
Customer Service
P.O. Box 29079
Glendale, CA 91209-9079

You can also visit our website at DIRECTV.com.

If your bill for DIRECTV Service comes from a party other than DIRECTV, please use the contact information provided on your bill for any questions about your DIRECTV Service.

Thank you for choosing DIRECTV. DIRECTV provides digital satellite entertainment programming and services (referred to collectively as "Service") to residents of the United States. We do not provide Service to addresses outside of the United States.

CUSTOMER AGREEMENT

1. OUR SERVICE

These are the terms on which we will provide you Service and other services:

(a) Programming Choices. You must subscribe to a base package in order to receive additional Services such as premium movie services or sports subscriptions. All programming selections have their own prices, terms and conditions. Information about programming is at DIRECTV.com.

(b) Ordering Pay Per View. You may order pay per view Services by using your on-screen guide and remote control, at DIRECTV.com or by calling us. If you call to order or order online, a fee may apply (described in Section 2). To use your remote control to order, your receiver must be continuously connected to a land-based telephone line. Your online is transmitted via the telephone line and during the short transmission period you may not be able to use the line for other purposes. Repeated cancellation of previously ordered pay per view Services may result in cancellation of your account, restrictions on your ability to order pay per view Services, or imposition of additional fees for pay per view Service.

(c) Your Programming Changes. You may change your programming selection by notifying us. A fee may apply to such changes (described in Sections 2 & 5(b)). Some programming may be purchased in minimum blocks of one month or multiples of one month.

(d) Our Programming Changes. Many changing considerations affect the availability, cost and quality of programming and customer demand for it. Accordingly, we must reserve the unrestricted right to change, rearrange, add or delete our programming packages, the selections in those packages, our prices, and any other Service we offer, at any time. We will endeavor to notify you of any change that is within our reasonable control and its effective date. In most cases, this notice will be about one month in advance. You always have the right to cancel your Service, in whole or in part, if you do not accept the change (see Section 5). If you cancel your Service, a deactivation fee (described in Sections 2 & 5(b)) or other charges may apply. Credits, if any, to your account will be posted as described in Section 5. If you do not cancel, your continued receipt of our Service will constitute acceptance.

(e) Access Card. You have received a conditional access card (referred to as the "Access Card") and a License Agreement governing your use of the Access Card while you are receiving our Service. Access Cards are non-transferable and are the exclusive property of DIRECTV. If you tell us that the original Access Card was lost, damaged, defective or stolen, we will replace it, so long as there is no evidence of unauthorized tampering with or modification of the Access Card and your account is in good standing. A replacement fee may apply (described in Section 2). Tampering with or other unauthorized modification of the Access Card is strictly prohibited and may result in criminal or civil action. Tampering with or inserting any device into your receiver other than an authorized connected Access Card is prohibited. DIRECTV reserves the right to cancel or replace the Access Card. Upon request, the card must be returned to DIRECTV. If you do not return the Access Card to DIRECTV when you cancel your Service, you may be charged a fee as described in Section 2. Requesting Access Cards on behalf of other persons or for purposes other than lawful viewing of DIRECTV Service is prohibited.

(f) Additional TVs. If you add separate Service on additional TVs, you may purchase a separate subscription for each TV. Or, if all your receivers are continuously connected to the same land-based phone line, we can "mirror" the programming to your additional TVs and charge you only the fee amount described in Section 2. Pay per view programming ordered by remote control cannot be mirrored and can be viewed only on the TV for which it is purchased. You agree to provide true and accurate information about the location of your receivers.

(g) Phone Connections. Your receiver must always be directly connected to a land-based telephone line to receive certain Service, such as sports subscriptions and your local regional sports services network, and to be authorized to order with your remote control. If it is not so connected, or if it is connected to a line other than the one you tell us, or if the line is not performing according to our requirements, we may deactivate the applicable Service. If we do, you will still be responsible for all Services purchased through the date of deactivation. Your receivers must also be connected to the same land-based telephone line in order to be eligible to pay the additional TV fee (see 1(f)) rather than purchase a separate subscription for each additional TV.

(h) Mobile Units. We provide Service to Receiving Equipment installed in mobile units such as campers, boats and other recreational vehicles. However, without a permanent land-based phone connection, the Receiving Equipment is not eligible for the additional TV authorization discount described in 1(f), ordering with the remote control, or certain sports programming described in 1(g).

(i) Private Viewing. We provide Service only for your private non-commercial use, enjoyment and home viewing. The programming may not be viewed in areas open to the public or in commercial establishments. You may not redistribute, transmit or perform the programming, charge admission for the viewing or transmit or distribute running accounts of it. You may not use any of our trademarks. Notwithstanding the provisions of Section 9, we or any programming provider may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction under the rules and regulations of the Federal Communications Commission and other applicable laws.

(j) Blackouts. Certain programming, including sports events, may be blacked out in your local reception area. Blackout restrictions are decided by the sports leagues and the other entities that own the local broadcast rights. You may visit DIRECTV.com for more blackout information. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.

(k) Loss of Receiving Equipment. You should notify us immediately if your receiver, remote control or receiving antenna dish (referred to collectively as "Receiving Equipment") is lost or stolen. If you notify us within 5 days, we will not charge you for unauthorized use. In any case, we will not charge you for unauthorized use occurring after we receive your notice. For leased Receiving Equipment, non-return fees as specified in the Equipment Lease Addendum will apply.

(l) Transfer of Receiving Equipment. We consider you to be responsible for and the recipient of programming on, any Receiving Equipment you own. You are liable for charges incurred in the use of your Receiving Equipment by others until you notify us of a transfer. Leased Receiving Equipment may not be transferred.

(m) Your Viewing Restrictions. It is your responsibility to impose any viewing restrictions on other family members or guests, as you think appropriate. We are not responsible to you or anyone else based on the content of our programming. Please visit DIRECTV.com for information on parental controls, locks and limits and password protection on your account.

(n) Change of Address. You must notify us immediately of any change in your name, mailing address, residence address or telephone number.

2. PAYMENT

In return for receiving our Service, you promise to pay us as follows:

(a) Programming. You will pay in advance, at our rates in effect at the time, for all Service ordered by you or anyone who uses your Receiving Equipment, with or without your permission, until the Service is canceled. The outstanding balance is due in full each month. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written on your payments will restrict our ability to collect all amounts owing to us. We may reduce your service to a minimum service level, at our rates in effect at the time, or deactivate your Service if you do not pay your statements on time, after any applicable grace period.

(b) Taxes. You will pay all taxes or other governmental fees and charges, if any, which are assessed.

(c) Administrative Fees. In order to control the basic charges, which apply to all customers, we charge fees that arise in specific circumstances.

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only to those customers responsible for them. This list is not exclusive, and DIRECTV reserves the right to modify these fees or charge additional fees. Accordingly, you will pay the following fees when they are applicable:

(1) *Account Activation Fee:* We may charge you a fee of: (i) up to $35.00; or (ii) the maximum amount permitted under applicable law prior to or upon activation of your Service account, whichever is less.

(2) *Access Card Replacement Fee:* If you do not return the Access Card when requested to do so, or if we have to replace the Access Card, we may charge you a replacement fee of up to $285.00, if you return the old Access Card to us, you may receive partial credit to your account. If you request overnight delivery of the replacement Access Card, you must pay a shipping and handling fee of up to $14.99.

(3) *Additional TV Authorization Fee:* If you meet the qualifications described in Section 1(f), we may charge you a monthly fee of up to $4.99 for separate Services on each additional TV, rather than a full subscription fee for Services on each additional TV. This reduced rate is available only if all receivers are located at your residence and are continuously connected to the same land-based telephone line. If not, you will be responsible for the full amount of our programming charges for each TV.

(4) *Administrative Late Fee:* If we do not receive your payment by the due date on your bill, we may charge you an administrative late fee of the lesser of (i) up to $5.00; or (ii) the maximum amount permitted under and subject to applicable law per month or partial month until the delinquent amount is paid in full. This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature. You acknowledge that this fee is reasonably related to the actual expense we incur due to late payment and may be subject to limitations set forth by law in your state.

(5) *Charge of Service Fee:* If you change your Service package to a lower-priced package, we may charge you a fee the lesser of (i) up to $10.00; or (ii) the maximum amount permitted by applicable law.

(6) *Phone Payment Fee:* If you elect to pay any outstanding balance over the telephone we may charge you the lesser of (i) up to $5.99; or (ii) the maximum amount permitted by applicable law.

(7) *Deposits:* We may require that you provide a deposit prior to or after activation of your Service, which we may apply against any unpaid amounts at any time. Deposits will appear on your bills as credits, from which we will deduct our charges. Deposits will not earn interest.

(8) *Order-Assistance Fee:* If you order a pay per view Service by calling us or online, we may charge you a fee of up to $5.00 for each separate movie, event or other program so ordered, even if it is later canceled.

(9) *Deactivation Fee:* If you cancel your Service or we deactivate your Service because of your failure to pay or for some other breach on your part, we may charge you a fee the lesser of (i) up to $14.00; or (ii) the maximum amount permitted by applicable law.

(10) *Duplicate Statement Fee:* If you request a duplicate statement, we may charge you a fee the lesser of (i) up to $1.75; or (ii) the maximum amount permitted by applicable law for each statement copy.

(11) *Ledger Request Fee:* If you request a payment ledger itemizing past payments on your account, we may charge you a fee the lesser of (i) up to $2.75; or (ii) the maximum amount permitted by applicable law.

(12) *Returned Payment Fee:* If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to your account, we may charge you a fee the lesser of (i) up to $25.00; or (ii) the maximum amount permitted by applicable law. You acknowledge that this fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature and it is reasonably related to the actual expense we incur due to unsatisfied payment.

(c) Billing Statements. We will send you a statement for each billing cycle (usually once every 30 days) unless you have a zero or nominal balance due, or a nominal credit balance, on your account at the end of a billing cycle. Statements will show: (1) payments, credits, purchases and any other charges to your account; (2) the amount you owe us and (3) the payment due date. If you elect to make automatic credit or debit card payments, you will not receive monthly statements unless you request that they be sent.

(d) Questions About Your Statement. If you think your statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints you have as promptly as we can.

Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible reduction or deactivation of Service.

Remember, if your bill for DIRECTV Service comes from a party other than DIRECTV please use the contact information on your bill.

(e) Consent Regarding Credit. In order to establish an account with us, you authorize us to inquire into your creditworthiness (subject to Section 6), by checking with credit reporting agencies. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies. Due to the subjective nature of creditworthiness, we reserve the right to require prepayment for any Service via cashier's check, money order or credit card, notwithstanding your credit rating, past history or practice.

(f) Collection Costs. To the extent permitted by law, you will pay us any costs and fees we reasonably incur to collect amounts you owe us.

3. CUSTOMER INFORMATION

(a) Representations. You represent that you are at least 18 years of age and a resident of the United States.

(b) Contact Information. You agree to provide true, accurate, current and complete contact information about yourself, and maintain and promptly update your contact information to keep it true, accurate and complete.

(c) Online Access. You are responsible for maintaining the confidentiality of the password and account username used for online billing and account maintenance at DIRECTV.com, and are fully responsible for all activities that occur under your password and account. You agree to: (i) keep your username and password confidential and not share them with anyone else; (ii) immediately notify DIRECTV of any unauthorized use of your password and account or other breach of security and (iii) use only your username and password to log into DIRECTV.com.

4. CHANGES IN CONTRACT TERMS

We reserve the right to change the terms and conditions on which we offer Service. If we make any such changes, we will send you a copy of your new Customer Agreement containing its effective date. You always have the right to cancel your Service, in whole or in part at any time, and you may do so if you do not accept any such changed terms or conditions. If you do cancel you may be charged an early cancellation fee if you entered into a separate programming commitment or a deactivation fee. You will be issued a credit, if any, in accordance with Section 5. If you elect not to cancel your Service after receiving a new Customer Agreement, your continued receipt of Service from us will constitute acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then we may cancel your Service as provided in Section 5, as we cannot offer Service to different customers on different terms.

5. CANCELLATION

(a) Term. The term of this Agreement is indefinite and Service will continue until canceled as provided herein, UNLESS YOU NOTIFY US THAT YOU WISH TO CANCEL IT, WE WILL AUTOMATICALLY RENEW SERVICE THAT YOU SUBSCRIBE TO ON A PERIODIC BASIS, INCLUDING ANY MONTHLY OR ANNUAL SUBSCRIPTIONS AND SEASONAL SPORTS SUBSCRIPTIONS, AS LONG AS WE CONTINUE TO CARRY THE SERVICE.

(b) Your Cancellation. You may cancel Service by notifying us. You may be charged a deactivation fee as described in Section 2 and issued a credit as described below. Your notice is effective on the day we receive it. You will still be responsible for payment of all outstanding balances accrued through that effective date. In addition to any deactivation or change of service fees provided in Section 2, if you cancel Service or change your Service package, you may be subject to an early cancellation fee if you entered into a separate programming commitment with DIRECTV in connection with obtaining Receiving Equipment, and have failed to maintain the required programming package for the required period of time.

For Services sold only in blocks of one month or multiples of one month, if you cancel such Service, we will credit you only for full months not used. For example, if you subscribe for a year of such Service from January through December but cancel on March 10, we will credit you for the subscription fees for April through December. However, we will not credit any fees for January through March. Additionally, we will not credit seasonal sports subscriptions after the season starts.

(c) Our Cancellation. We may cancel your Service at any time if you fail to pay amounts owing to us when due, subject to any grace periods, breach any other material provision of this Agreement, or act dishonestly toward our staff. In such case, you will still be responsible for payment of all outstanding balances accrued through that effective date, including the deactivation fee described in Section 2. In addition, we may cancel your Service if you elect not to accept any changed terms described to you, as provided in Section 4.

(d) Credit Balances. If you have a credit balance after the close of your account and issuance of the final bill, we will automatically issue you a refund. However, if your credit balance is less than $1.00, we will not issue you a refund unless you make a written request for the refund. If you do not make such a written request for the refund within one year of the close of your account, you forfeit any credit balance remaining on your account and your account balance will be reset to zero.

6. PERSONAL DATA

We collect Personally Identifiable Information about our customers ("Personal Data"). The use and disclosure of this Personal Data is governed by our Privacy Policy and, to the extent not inconsistent with the Privacy Policy, by this Agreement. A copy of our Privacy Policy is available at DIRECTV.com. We will also send you a copy if you send your written request to the address: DIRECTV Privacy Policy P.O. Box 216070, Sherelee, CA 91309-9070.

7. DIRECTV® DVR SERVICE

DIRECTV DVR Service is a separately sold service at our rates in effect at the time, available to customers with DVR-enabled Receiving Equipment. DIRECTV DVR Service gives you the ability to see and record televised programs ("Third Party Content"). You understand that DIRECTV does not guarantee the access to or recording of any particular program or the length of time any particular recorded program may remain available for your viewing. You also understand that Third Party Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws. You agree that DIRECTV will have no liability to you, or anyone else who uses your DIRECTV DVR Service, with regard to any Third Party Content. DIRECTV may, at its discretion, from time to time change, add or remove features of the DIRECTV DVR Service, or change the service fee for DIRECTV DVR Service.

We generally use local telephone calls to provide the DIRECTV DVR Service. You are responsible for such telephone charges and acknowledge and agree that you shall be solely responsible for all disputes with any telephone company related to the same.

If you, paid a "lifetime service fee," you will not be charged a fee for your DIRECTV DVR Service as long as you maintain television programming service from DIRECTV on the same account. If you disconnect your DIRECTV television programming service and later reconnect on the same account, your DIRECTV DVR Service will be reconnected and you will not be charged a fee for DIRECTV DVR Service.

By receiving the DIRECTV DVR Service, you agree to the following license. The term "Software" shall include any updates, modified versions, attributes and copies of certain software for the DIRECTV DVR Service (or your Receiving Equipment) that may be provided by DIRECTV from time to time. The term "End User Documentation" shall mean the documentation and related explanatory written materials provided to you in connection with licensing by you of any Software. DIRECTV grants to you a non-exclusive license to use the Software, provided that you agree to the following:

(a) License Grant. You may use the Software solely in executable code form and solely in conjunction with the use of your Receiving Equipment.

(b) Restrictions. You may not copy, modify, translate, disseminate or publish the Software, or any copy thereof, in whole or in part. You may not reverse engineer, disassemble, decompile or translate the Software, or otherwise attempt to derive the source code of the Software, except to the extent allowed under any applicable law. Any attempt to transfer any of the rights, duties or obligations of this license agreement is void. You may not rent, lease, load, resell for profit or distribute the Software, or any part thereof.

(c) Ownership. The Software is licensed, not sold, to you solely for your use under the terms of this license agreement, and DIRECTV and its suppliers reserve all rights not expressly granted to you. You also own the media, if any, on which Software or End User Documentation is recorded, but DIRECTV and its suppliers retain ownership of all copies of the Software itself.

(d) Reservation of Rights. Except as stated above, this license agreement does not grant to you any intellectual property rights in the Software.

(e) Term. If you breach any term or condition of this license agreement, this license agreement will terminate immediately upon notice to you.

(f) Warranty Disclaimer. NEITHER DIRECTV, NOR ANY OF ITS REPRESENTATIVES MAKES OR PASSES ON TO YOU OR OTHER THIRD PARTIES ANY WARRANTY OR REPRESENTATION ON BEHALF OF DIRECTV OR ITS SUPPLIERS (INCLUDING TWO) WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

(g) Limitation of Liability. IN NO EVENT WILL DIRECTV OR ITS SUPPLIERS BE LIABLE TO YOU WITH RESPECT TO THE SOFTWARE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING LOST PROFITS OR LOST SAVINGS, EVEN IF DIRECTV OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to you.

(h) Third-Party Beneficiary. DIRECTV and you expressly acknowledge and agree that TiVo, Inc., a Delaware corporation with its principal place of business at 2160 Gold Street, Alviso, CA 95002, is an intended third-party beneficiary of this license agreement as it relates to the software that may be contained in the Receiving Equipment. These license provisions are made expressly for the benefit of TiVo and are enforceable by TiVo in addition to DIRECTV.

8. LIMITS ON OUR RESPONSIBILITY

(a) Service Interruptions. Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God, power failure or any other cause beyond our reasonable control. However, because we value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your request we will provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for such Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.

(b) Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE OR YOUR RECEIVING EQUIPMENT. ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE DISCLAIMED.

(c) Limitations of Liability. WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE RECEIVING EQUIPMENT OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE, REGARDLESS OF THE CAUSE. OUR TOTAL LIABILITY FOR DAMAGES OR LOSSES TO YOU AND ANY OTHER PERSONS RECEIVING OUR SERVICE, WILL IN NO EVENT EXCEED THE AMOUNT THAT YOU HAVE PAID TO US FOR THE SERVICE THAT YOU RECEIVED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. THIS ALLOCATION OF RISK IS REFLECTED IN OUR PRICES. You may have greater rights than described above under your state's laws. You should consult them.

(d) Warranty Services. You agree that this Agreement does not provide for, and the Service does not include, any warranty services or other services that we might provide separately, including, without limitation, any fee-based or other warranty programs.

9. RESOLVING DISPUTES

In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim relating to this Agreement, any addendum or your Service (referred to as a "Claim") will be resolved as follows:

(a) Informal Resolution. We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims described in Section 9(c) below) for at least 60 days after one of us notifies the other of a Claim in writing. You will send your notice to the address on the first page of this Agreement, and we will send our notice to your billing address.

(b) Formal Resolution. Except as provided in Section 9(d), if we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration. The arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated (referred to as the "JAMS Rules") and under the rules set forth in this Agreement. If there is a conflict between JAMS Rules and the rules set forth in this Agreement, the rules set forth in this Agreement will govern. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law. If you decide to initiate arbitration, you agree to tell us in writing the amount that you would pay to file a lawsuit against us in the appropriate court of law in your state. Unless we agree to pay your fee for you, you only need to pay an arbitration initiation fee equal to such court filing fee, not to exceed $125; we agree to pay any additional fee or deposit required by JAMS to initiate your arbitration. We also agree to pay the costs of the arbitration proceeding. Other fees, such as attorney's fees and expenses of travel to the arbitration will be paid in accordance with JAMS Rules. The arbitration will be held at a location in your hometown area unless you and we both agree to another location or telephonic arbitration. To start an arbitration, you or we must do the following things:

(1) Write a Demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at jamsadr.com.

(2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee to:

JAMS
500 North State College Blvd., Suite 600
Orange, CA 92868
1-800-352-5267

(3) Send one copy of the demand for arbitration to the other party.

(c) Special Rules. (i) In the arbitration proceeding, the arbitrator has no authority to make errors of law, and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. (ii) Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. Accordingly, you and we agree that the JAMS Class Action Procedures do not apply to our arbitration. If, however, the law of your state would find this agreement to dispense with class arbitration procedures unenforceable, then this entire Section 9 is unenforceable.

(d) Exceptions. Notwithstanding the foregoing: (i) any Claim based on Section 10 above, and (ii) any dispute involving a violation of the Communications Act of 1934, 47 U.S.C. § 605, the Digital Millennium Copyright Act, 17 U.S.C. § 1201, the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 or any other statement or law governing theft of service, may be decided only by a court of competent jurisdiction.

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10. MISCELLANEOUS

(a) Notice. Notices to you will be deemed given when personally delivered, addressed to you at your last known address and deposited in the U.S. Mail (which may include inclusion in your billing statement), or sent via Internet to the e-mail address you provided us or sent via satellite to your receiver or delivered when a voice message is left at the telephone number on your account. Your notices to us will be deemed given when we receive them at the address or telephone number on the first page of this Agreement.

(b) Applicable Law. The interpretation and enforcement of this Agreement shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the state and local area where Service is provided to you. This Agreement is subject to modification if required by such laws. Notwithstanding the foregoing, Section 9 shall be governed by the Federal Arbitration Act.

(c) Assignment of Account. We may assign your account or this Agreement and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of the party's assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise.

(d) Other. This Agreement and any lease, activation, programming, or other service commitment agreement that you entered into in connection with obtaining Receiving Equipment constitute our entire agreement. No salesperson or other representative is authorized to change it. If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed.

THANK YOU.

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DIRECTV.

CUSTOMER AGREEMENT

Effective as of April 24, 2007, until replaced

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS OF YOUR RECEIPT AND PAYMENT OF DIRECTV® SERVICE AND IS SUBJECT TO ARBITRATION (SECTION 9). IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE. IF YOU INSTEAD DECIDE TO RECEIVE OUR SERVICE, IT WILL MEAN THAT YOU ACCEPT THESE TERMS AND THEY WILL BE LEGALLY BINDING. TO VIEW THIS AGREEMENT IN SPANISH VISIT DIRECTV.COM/ACUERDO OR CALL 1-888-788-8822 TO REQUEST A PRINTED COPY. (VISITE A DIRECTV.COM/ACUERDO O LLAME AL 1-888-788-8822 PARA SOLICITAR ESTE DOCUMENTO.)

CONTACTING DIRECTV:

You may contact us 24 hours a day, any day of the year by sending us an e-mail at directv.com/email or by writing to:

DIRECTV, Inc.
Customer Service
P.O. Box 29079
Glendale, CA 91209-9079

You can also call us at 1-800-531-5000 and speak your request into our Automated Phone System, e.g. for technical issues – say "technical"; for on-screen messages – say the extension or message you see on your TV screen; to pay your bill – say "pay my bill"; for programming questions – say the name of the package or service, etc.

If your bill for DIRECTV Service comes from a party other than DIRECTV, please use the contact information provided on your bill for any questions about your DIRECTV Service.

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CUSTOMER AGREEMENT

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These are the terms on which we will provide you Service:

(a) Program Choices. You must subscribe to a base package in order to receive additional Services such as premium movie services or sports subscriptions. All programming selections have their own rates, terms and conditions. Information about programming is at directv.com.

(b) Ordering Pay Per View. You may order Pay Per View Services by using your on-screen guide and remote control, by ordering at directv.com, by calling us and speaking the name of your event into our Automated Phone System, or by ordering through an agent. If you call an agent to order, the maximum fee may apply (described in section 2). A reduced fee is available for Pay Per View orders placed at directv.com or through the Automated Phone System. To use your remote control to order, your receiver must be continuously connected to a land-based telephone line. Your order is transmitted via the telephone line, and during the short transmission period, you may not be able to use the line for other purposes. Repeated cancellation of previously ordered Pay Per View Services may result in cancellation of your account, restrictions on your ability to order Pay Per View Services, or imposition of additional fees for Pay Per View Services.

(c) Your Programming Changes. You may change your programming selection by notifying us. A fee may apply to such changes (described in Sections 2 & 5(b)). Some programming may be purchased in minimum blocks of one month or multiples of one month.

(d) Our Programming Changes. Many changing circumstances affect the availability, cost and quality of programming and customer demand for it. Accordingly, we must reserve the unrestricted right to change, rearrange, add or delete our programming packages, the selections in these packages, our prices, and any other Services we offer, at any time. We will endeavor to notify you of any change that is within our reasonable control and its effective date. In most cases, this notice will be about one month in advance. You always have the right to cancel your Service, in whole or in part, if you do not accept the change (see Section 5). If you cancel your Service, a deactivation fee (described in Sections 2 & 5(b)) or other charges may apply. Credits, if any, to your account will be posted as described in Section 5. If you do not cancel, your continued receipt of our Service will constitute acceptance.

(e) Access Card. You have received a conditional access card (referred to as the "Access Card") and a License Agreement governing your use of the Access Card while you are receiving our Service. Access Cards are nontransferable and are the exclusive property of DIRECTV. If you tell us that the original Access Card was lost, damaged, defective or stolen, we will replace it, so long as there is no evidence of unauthorized tampering with or modification of the Access Card and your account is in good standing. A replacement fee may apply (described in Section 2). Tampering with or other unauthorized modification of the Access Card is strictly prohibited and may result in criminal or civil action. Tampering with or inserting any device into your receiver other than an authorized unmodified Access Card is prohibited. DIRECTV reserves the right to cancel or replace the Access Card. Upon request, the card must be returned to DIRECTV. If you do not return the Access Card to DIRECTV when you cancel your Service, you may be charged a fee as described in Section 2. Requesting Access Cards on behalf of other persons or for purposes other than lawful viewing of DIRECTV Service is prohibited.

(f) Phone Connections. For optimal performance of your Receiving Equipment, including ordering with your remote control or receiving certain Services, each of your receivers must be directly connected to the same land-based telephone line. If you add Service on additional TVs, you may purchase a separate subscription for each additional TV, or, if all your receivers are continuously connected to the same land-based telephone line, we can "mirror" programming to your additional TVs and charge you only the fee amount described in Section 2. You agree to provide true and accurate information about the location of your receivers. If we detect that any receiver is not regularly connected to a land-based telephone line, we may investigate and, if it is determined that the receiver is not at the location identified on your account, we may disconnect the receiver or charge you the full program/mirroring subscription price for the receiver.

(g) Mobile Units. We provide Service to Receiving Equipment installed in mobile units such as campers, boats and other recreational vehicles. However, this Receiving Equipment is not eligible for the additional TV authorization discount (described in 1(f)).

(h) Private Viewing. We provide Service only for your private non-commercial use, enjoyment and home viewing. The programming may not be viewed in areas open to the public or in commercial establishments. You may not retransmit, transmit or perform the programming, charge admission for its viewing or transmit or distribute running accounts of it. You may not use any of our trademarks. Notwithstanding the provisions of Section 9, we or any programming provider may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission and other applicable laws.

(i) Blackouts. Certain programming, including sports events, may be blacked out in your local reception area. Blackout restrictions are decided by the sports leagues and the other entities that own the local broadcast rights. You may visit directv.com for more blackout information. If you, circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.

(j) Loss of Receiving Equipment. You should notify us immediately if your receiver, remote control or receiving antenna dish (referred to collectively as "Receiving Equipment") is lost or stolen. If you notify us within 5 days, we will not charge you for unauthorized use. In any case, we will not charge you for unauthorized use occurring after we receive your notice. For leased Receiving Equipment, non-return fees as specified in the Equipment Lease Addendum will apply.

(k) Transfer of Receiving Equipment. We consider you to be responsible for, and the recipient of programming on, any Receiving Equipment you own. You are liable for charges incurred in the use of your Receiving Equipment by others until you notify us of a transfer. Leased Receiving Equipment may not be transferred.

(l) Your Viewing Restrictions. It is your responsibility to impose any viewing restrictions on other family members or guests. If you think appropriate. We are not responsible to you or anyone else based on the content of our programming. Please visit directv.com for information on parental controls, locks and limits and password protection on your account.

(m) Change of Address. You must notify us immediately of any change in your name, mailing address, residence address or telephone number.

2. PAYMENT

In return for receiving our Service, you promise to pay us as follows:

(a) Programming. You will pay in advance, at our rates in effect at the time, for all Service ordered by you or anyone who uses your Receiving Equipment, with or without your permission, until the Service is canceled. The outstanding balance is due in full each month. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding statement. Any "payment in full" notation or other restrictive endorsement written on your payments will restrict our ability to collect all amounts owing to us. We may reduce your service to a minimum service level, at our rates in effect at the time, or deactivate your Service if you do not pay your statements on time, after any applicable grace period.

(b) Taxes. You will pay all taxes or other governmental fees and charges, if any, which are assessed.

(c) Administrative Fees. In order to control the basic charges, which apply to all customers, we charge fees that arise in specific circumstances

only to those customers reasonable for them. This list is and exclusive, and DIRECTV reserves the right to modify these fees or charge additional fees. Accordingly, you will pay the following fees when they are applicable:

(1) *Account Activation Fee:* We may charge you a fee of: (i) up to $19.99; or (ii) the maximum amount permitted under applicable law prior to or upon activation of your Service account, whichever is less.

(2) *Access Card Replacement Fee:* If you do not return the Access Card when requested to do so, or if we have to replace the Access Card, we may charge you a replacement fee of up to $20.00. If you return the old Access Card to us, you may receive [illegible] credit to your account. If you request overnight delivery of the replacement Access Card, you must pay a shipping and handling fee of up to $15.00.

(3) *Additional TV Authorization Fee:* If you meet the qualifications described in Section 1(f), we may charge you a monthly fee of up to $4.99 for separate Services on each additional TV, rather than a full subscription fee for Services on each additional TV. This reduced rate is available only if all receivers are located at your residence.

(4) *Administrative Late Fee:* If we do not receive your payment by the due date on your bill, we may charge you an administrative late fee of (i) $5.00; or (ii) the maximum amount permitted under and subject to applicable law per month or partial month until the delinquent amount is paid in full. This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature. You acknowledge that this fee is reasonably related to the actual expenses we incur due to late payment and may be subject to limitations set forth by law in your state.

(5) *Change of Service Fee:* If you change your Service package to a lower-priced package, we may charge you a fee the lesser of (i) up to $10.00; or (ii) the maximum amount permitted by applicable law.

(6) *Phone Payment Fee:* If you elect to pay any outstanding balance over the telephone with an agent, we may charge you the lesser of (i) up to $10.00; or (ii) the maximum amount permitted by applicable law. To avoid this fee, you can pay your bill through our Automated Phone System by saying "Pay my bill," or at directv.com.

(7) *Deposits:* We may require that you provide a deposit prior to or after activation of your Service, which we may apply against any unpaid amounts at any time. Deposits will appear on your bills as credits, from which we will deduct our charges. Deposits will not earn interest.

(8) *Order Assistance Fee:* If you order a Pay Per View Service by calling and speaking with an agent, we may charge you a fee of up to $5.00, or up to $1.50 if you order via our Automated Phone System, for each separate movie, event or other program so ordered, even if it is later canceled. There is no order assistance fee for orders placed at directv.com.

(9) *Deactivation Fee:* If you cancel your Service or we deactivate your Service because of your failure to pay or for some other breach on your part, we may charge you a fee the lesser of (i) up to $15.00; or (ii) the maximum amount permitted by applicable law.

(10) *Duplicate Statement Fee:* If you request a duplicate statement, we may charge you a fee the lesser of (i) up to $1.75; or (ii) the maximum amount permitted by applicable law for each statement copy.

(11) *Ledger Request Fee:* If you request a payment ledger itemizing past payments on your account, we may charge you a fee the lesser of (i) up to $2.75; or (ii) the maximum amount permitted by applicable law.

(12) *Returned Payment Fee:* If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to your account, we may charge you a fee the lesser of (i) up to $25.00; or (ii) the maximum amount permitted by applicable law. You acknowledge that this fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature and it is reasonably related to the actual expenses we incur due to unsatisfied payment.

(g) Billing Statements. We will send you a statement for each billing cycle (usually once every 30 days) unless you have a zero or nominal balance due, or a nominal credit balance, on your account at the end of a billing cycle. Statements will show: (1) payments, credits, purchases and any other charges to your account; (2) the amount you owe us and (3) the payment due date. If you elect to make automatic credit or debit card payments, you will not receive monthly statements unless you request that they be sent.

(h) Questions About Your Statement. If you think your statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints you have as promptly as we can.

Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible reduction or deactivation of Service.

Remember, if your bill for DIRECTV Service comes from a party other than DIRECTV, please use the contact information on your bill.

(i) Consents Regarding Credit. In order to establish an account with us, you authorize us to inquire into your creditworthiness (subject to Section 6), by checking with credit reporting agencies. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies. Due to the subjective nature of creditworthiness, we reserve the right to require prepayment for any Service via cashier's check, money order or credit card, notwithstanding your credit rating, past history or practice.

(j) Collection Costs. To the extent permitted by law, you will pay us any costs and fees we reasonably incur to collect amounts you owe us.

3. CUSTOMER INFORMATION

(a) Representations. You represent that you are at least 18 years of age and a resident of the United States.

(b) Contact Information. You agree to provide true, accurate, current and complete contact information about yourself, and maintain and promptly update your contact information to keep it true, accurate and complete.

(c) Online Access. You are responsible for maintaining the confidentiality of the password and account username used for online billing and account maintenance at directv.com, and are fully responsible for all activities that occur under your password and account. You agree to: (i) keep your username and password confidential and not share them with anyone else; (ii) immediately notify DIRECTV of any unauthorized use of your password and account or other breach of security and (iii) use only your username and password to log into directv.com.

4. CHANGES IN CONTRACT TERMS

We reserve the right to change the terms and conditions on which we offer Service. If we make any such changes, we will send you a copy of your new Customer Agreement containing the effective date. You always have the right to cancel your Service, in whole or in part at any time, and you may do so if you do not accept any such changed terms or conditions. If you do cancel, you may be charged an early cancellation fee if you entered into a separate programming commitment or a deactivation fee. You will be issued a credit, if any, in accordance with Section 5. If you elect not to cancel your Service after receiving a new Customer Agreement, your continued receipt of Service from us will constitute acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then we may cancel your Service as provided in Section 5, as we cannot offer Service to different customers on different terms, among other reasons.

5. CANCELLATION

(a) Term. The term of this Agreement is indefinite and Service will continue until canceled as provided herein. UNLESS YOU NOTIFY US THAT YOU WISH TO CANCEL IT, WE WILL AUTOMATICALLY RENEW SERVICE THAT YOU SUBSCRIBE TO ON A PERIODIC BASIS, INCLUDING ANY MONTHLY OR ANNUAL SUBSCRIPTIONS AND SEASONAL SPORTS SUBSCRIPTIONS, AS LONG AS WE CONTINUE TO CARRY THE SERVICE.

(b) Your Cancellation. You may cancel Service by notifying us. You may be charged a deactivation fee as described in Section 2 and issued a credit as described below. Your notice is effective on the day we receive it. You will still be responsible for payment of all outstanding balances accrued through that effective date, in addition to any deactivation or change of service fees provided in Section 2. If you cancel Service or change your Service package, you may be subject to an early cancellation fee if you entered into a separate programming commitment with DIRECTV in connection with obtaining Receiving Equipment, and have failed to maintain the required programming package for the required period of time.

For Services sold only in blocks of one month or multiples of one month, if you cancel such Service, we will credit you only for full months not used. For example, if you subscribe for a year of such Service from January through December but cancel on March 10, we will credit you for the subscription fees for April through December. However, we will not credit any fees for January through March. Additionally, we will not credit seasonal sports subscriptions after the season starts.

(c) Our Cancellation. We may cancel your Service at any time if you fail to pay amounts owing to us when due, subject to any grace periods, breach any other material provision of this Agreement, or act abusively toward our staff. In each case, you will still be responsible for payment of all outstanding balances accrued through that effective date, including the deactivation fee described in Section 2. In addition, we may cancel your Service if you elect not to accept any changed terms described to you, as provided in Section 4.

(d) Credit Balances. If you have a credit balance after the close of your account and issuance of the final bill, we will automatically issue you a refund. However, if your credit balance is less than $1.00, we will not issue you a refund unless you make a written request for the refund. If you do not make such a written request for the refund within one year of the close of your account, you forfeit any credit balance remaining on your account and your account balance will be reset to zero.

(e) Payment Upon Cancellation. You acknowledge that you have provided your credit or debit card account information to us. You understand that you will incur fees and charges as a result of your receipt and use of Service and/or Receiving Equipment, and may incur early cancellation fees and/or equipment non-return fees (as specified in any retail, programming or other service commitment agreement you entered into in connection with obtaining Receiving Equipment). By giving us your

other or debit card account information, you authorize us to apply the method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation. You further acknowledge that you are required to maintain current credit or debit card information with us and agree to notify us whenever there is a change in such information, such as a change in the card number or the expiration date.

6. PERSONAL DATA

We collect Personally Identifiable Information about our customers ("Personal Data"). The use and disclosure of the Personal Data is governed by our Privacy Policy and, to the extent not inconsistent with the Privacy Policy, by this Agreement. A copy of our Privacy Policy is available at directv.com. We will also send you a copy if you send your written request to this address: DIRECTV Privacy Policy, P.O. Box 29076, Glendale, CA 91209-9079.

7. DIRECTV® DVR SERVICE

DIRECTV DVR Service is a proprietary and service, all our rates in effect at the time, available to customers with DVR-enabled Receiving Equipment. DIRECTV DVR Service gives you the ability to see and record televised programs ("Third Party Content"). You understand that DIRECTV does not guarantee the access to or recording of any particular program, or the length of time any particular recorded program may remain available for your viewing. You also understand that Third Party Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws. You agree that DIRECTV will have no liability to you, or anyone else who uses your DIRECTV DVR Service, with regard to any Third Party Content. DIRECTV may, at its discretion, from time to time change, add or remove features of the DIRECTV DVR Service, or change the service fee for DIRECTV DVR Service.

We generally use data telephone calls to provide the DIRECTV DVR Service. You are responsible for such telephone charges and acknowledge and agree that you shall be solely responsible for all disputes with any telephone company related to the same.

If you paid a "lifetime service fee," you will not be charged a fee for your DIRECTV DVR Service as long as you maintain television programming service from DIRECTV on the same account. If you disconnect your DIRECTV television programming service and later reconnect on the same account, your DIRECTV DVR Service will be reconnected and you will not be charged a fee for DIRECTV DVR Service.

By receiving the DIRECTV DVR Service, you agree to the following license. The term "Software" shall include any updates, modified versions, additions and copies of certain software for the DIRECTV DVR Service (or your Receiving Equipment) that may be provided by DIRECTV from time to time. The term "End User Documentation" shall mean the documentation and relevant explanatory written materials provided to you in connection with licensing by you of any Software. DIRECTV grants to you a non-exclusive license to use the Software, provided that you agree to the following:

(a) License Grant. You may use the Software solely in executable code form and solely in conjunction with the use of your Receiving Equipment.

(b) Restrictions. You may not copy, modify, transfer, disseminate or publish the Software, or any copy thereof, in whole or in part. You may not reverse engineer, disassemble, decompile or translate the Software, or otherwise attempt to derive the source code of the Software, except to the extent allowed under any applicable law. Any attempt to transfer any of the rights, duties or obligations of this license agreement is void. You may not rent, lease, load, resell for profit or distribute the Software, or any part thereof.

(c) Ownership. The Software is licensed, not sold, to you solely for your use under the terms of this license agreement, and DIRECTV and its suppliers reserve all rights not expressly granted to you. You shall own the media, if any, on which Software or End User Documentation is recorded, but DIRECTV and its suppliers retain ownership of all copies of the Software itself.

(d) Assumption of Risks. Except as stated above, this license agreement does not grant to you any intellectual property rights in the Software.

(e) Term. If you breach any term or condition of this license agreement, this license agreement will terminate immediately upon notice to you.

(f) Warranty Disclaimer. NEITHER DIRECTV NOR ANY OF ITS REPRESENTATIVES MAKES OR PASSES ON TO YOU OR OTHER THIRD PARTIES ANY WARRANTY OR REPRESENTATION ON BEHALF OF DIRECTV OR ITS SUPPLIERS (INCLUDING TIVO) WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

(g) Limitation of Liability. IN NO EVENT WILL DIRECTV OR ITS SUPPLIERS BE LIABLE TO YOU WITH RESPECT TO THE SOFTWARE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING LOST PROFITS OR LOST SAVINGS, EVEN IF DIRECTV OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to you.

(h) Third-Party Beneficiary. DIRECTV and you expressly acknowledge and agree that TiVo, Inc., a Delaware corporation with its principal place of business at 2160 Gold Street, Alviso, CA 95002, is an intended third-party beneficiary of this license agreement as it relates to TiVo software that may be contained in the Receiving Equipment. These license provisions are made expressly for the benefit of TiVo and are enforceable by TiVo in addition to DIRECTV.

8. LIMITS ON OUR RESPONSIBILITY

(a) Service Interruptions. Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God, power failure or any other cause beyond our reasonable control. However, because we value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your request we will provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for such Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.

(b) Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE OR YOUR RECEIVING EQUIPMENT. ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE DISCLAIMED.

(c) Limitations of Liability. WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE RECEIVING EQUIPMENT OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE, REGARDLESS OF THE CAUSE. OUR TOTAL LIABILITY FOR DAMAGES OR LOSSES TO YOU AND ANY OTHER PERSONS RECEIVING OUR SERVICE, WILL IN NO EVENT EXCEED THE AMOUNT THAT YOU HAVE PAID TO US FOR THE SERVICE THAT YOU RECEIVED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. THIS ALLOCATION OF RISK IS REFLECTED IN OUR PRICES. You may have greater rights than described above under your state's laws. You should consult them.

(d) Warranty Services. You agree that this Agreement does not provide for, and the Service does not include, any warranty services or other services that we might provide separately, including, without limitation, any fee-based or other warranty programs.

9. RESOLVING DISPUTES

In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim relating to this Agreement, any addendum, or your Service (referred to as a "Claim") will be resolved as follows:

(a) Informal Resolution. We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims described in Section 9(f)) sooner than at least 60 days after one of us notifies the other of a Claim in writing. You will send your notice to the address on the front page of this Agreement, and we will send our notice to your billing address.

(b) Formal Resolution. Except as provided in Section 9(d), if we can not resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration. The arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated (referred to as the "JAMS Rules") and under the rules set forth in this Agreement. If there is a conflict between JAMS Rules and the rules set forth in this Agreement, the rules set forth in this Agreement will govern. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law. If you decide to initiate arbitration, you agree to tell us in writing the amount that you would pay to file a lawsuit against us in the appropriate court of law in your state. Unless we agree to pay your fee for you, you only need to pay an arbitration initiation fee equal to state court filing fee, not to exceed $128; we agree to pay any additional fee or deposit required by JAMS to initiate your arbitration. We also agree to pay the costs of the arbitration proceeding. Other fees, such as attorney's fees and expenses of travel to the arbitration will be paid in accordance with JAMS Rules. The arbitration will be held at a location in your hometown area unless you and we both agree to another location or telephonic arbitration. To start an arbitration, you or we must do the following things:

(1) Write a Demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at jamsadr.com.

(2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee to:

JAMS
500 North State College Blvd., Suite 600
Orange, CA 92868
1-800-352-5267

(3) Send one copy of the demand for arbitration to the other party.

(c) Special Rules. (i) In the arbitration proceeding, the arbitrator has no authority to make errors of law, and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. (ii) Neither you nor we shall be entitled to

join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. Accordingly, you and we agree that the JAMS Class Action Procedures do not apply to our arbitration. If, however, the law of your state would find this agreement to disallow class arbitration procedures unenforceable, then this entire Section 9 is unenforceable.

(d) Exceptions. Notwithstanding the foregoing: (i) any Claim based on Section 10(b) above; and (ii) any dispute involving a violation of the Communications Act of 1934, 47 U.S.C. § 605, the Digital Millennium Copyright Act, 17 U.S.C. § 1201, the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 or any other statement or law governing theft of service, may be decided only by a court of competent jurisdiction.

10. MISCELLANEOUS

(a) Notice. Notices to you will be deemed given when personally delivered, addressed to you at your last known address and deposited in the U.S. Mail (which may include inclusion in your billing statement), or sent via Internet to the e-mail address you provided us or sent via satellite to your receiver or delivered when a voice message is left at the telephone number on your account. Your notices to us will be deemed given when we receive them at the address or telephone number on the first page of this Agreement.

(b) Applicable Law. The interpretation and enforcement of this Agreement shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the state and local area where Service is provided to you. This Agreement is subject to modification if required by such laws. Notwithstanding the foregoing, Section 9 shall be governed by the Federal Arbitration Act.

(c) Assignment of Account. We may assign your account or this Agreement and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of the party's assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise.

(d) Other. This Agreement and any lease, activation, programming, or other service commitment agreement that you entered into in connection with obtaining Receiving Equipment constitute our entire agreement. No salesperson or other representative is authorized to change it. If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed.

THANK YOU.

DIRECTV, Inc. DIRECTV and the Cyclone Design logo are registered trademarks of DIRECTV, LLC, [illegible]

[illegible]

DIRECTV.

CUSTOMER AGREEMENT

Effective as of April 24, 2006, until replaced

THIS DESCRIBES THE TERMS AND CONDITIONS OF YOUR RECEIPT AND PAYMENT OF DIRECTV® SERVICE AND IS SUBJECT TO ARBITRATION (SECTION 9). IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE. IF YOU INSTEAD DECIDE TO RECEIVE OUR SERVICE, IT WILL MEAN THAT YOU ACCEPT THESE TERMS AND THEY WILL BE LEGALLY BINDING. IF YOU OBTAINED RECEIVING EQUIPMENT DURING OR AFTER MARCH 2006, THE EQUIPMENT LEASE ADDENDUM, AVAILABLE AT DIRECTV.COM, GOVERNS YOUR RECEIPT, USE, AND RETURN OF EQUIPMENT. TO VIEW BOTH AGREEMENTS IN SPANISH, VISIT DIRECTV.COM/ACUERDO OR CALL 1-888-388-6822 TO REQUEST A PRINTED COPY. (VISITE A DIRECTV.COM/ACUERDO O LLAME AL 1-888-388-6822 PARA SOLICITAR ESTE DOCUMENTO.)

CONTACTING DIRECTV:

You may contact us 24 hours a day, any day of the year, by sending us an e-mail at directv.com/email or by writing to:

DIRECTV, Inc.
Customer Service
P.O. Box 6550
Greenwood Village, CO 80155-6550

You can also call us at 1-800-531-5000 and speak your request into our Automated Phone System, e.g., for technical issues – say "technical"; for on-screen messages – say the information or message you see on your TV screen; to pay your bill – say "pay my bill"; for programming questions – say the name of the package or service, etc. For bill inquiries, call hours are 8am - 8pm (your local time) Sun - Fri and 8am - 12:30am ET on Sat.

If your bill for DIRECTV Service comes from a party other than DIRECTV, please use the contact information provided on your bill for any questions about your DIRECTV Service.

Thank you for choosing DIRECTV. DIRECTV provides digital satellite entertainment programming and services (referred to collectively as "Service") to residents of the United States. We do not provide Service to addresses outside of the United States.

CUSTOMER AGREEMENT

1. OUR SERVICE

These are the terms on which we will provide you Service.

(a) Programming Choices. You must subscribe to a base package in order to receive additional Services such as premium movie services or sports subscriptions. All programming selections have their own rates, terms and conditions. Information about programming is at directv.com.

(b) Ordering Pay Per View. You may order Pay Per View Services by using your on-screen guide and remote control, by ordering at directv.com, by calling us and speaking the name of your event into our Automated Phone System, or by ordering through an agent. Programs recorded to a DVR may automatically delete after 24 hours. If you call an agent to order, the maximum fee may apply (described in Section 2). A reduced fee is available for Pay Per View orders placed at directv.com or through the Automated Phone System. To use your remote control to order, your receiver must be continuously connected to a land-based telephone line. Your order is transmitted via the telephone line, and during the short transmission period, you may not be able to use the line for other purposes. Repeated cancellation of previously ordered Pay Per View Services may result in cancellation of your account, restrictions on your ability to order Pay Per View Services, or imposition of additional fees for Pay Per View Services.

(c) Your Programming Changes. You may change your programming selection by notifying us. A fee may apply to such changes (described in Sections 2 & 5(b)). Some programming may be purchased in minimum blocks of one month or multiples of one month.

(d) Our Programming Changes. Many factors affect the availability, cost and quality of programming and may influence the decision to raise prices and the amount of any increase. These include, among others, programming and other costs, consumer demand, market and shareholder expectations, and changing business conditions. Accordingly, we must reserve the unrestricted right to change, rearrange, add or delete our programming packages, the selections in those packages, our prices, and any other Service we offer, at any time. We will endeavor to notify you of any change that is within our reasonable control and to effective date. In most cases, this notice will be about one month in advance. You always have the right to cancel your Service, in whole or in part, if you do not accept the change (see Section 5). If you cancel your Service, a deactivation fee (described in Sections 2 & 5(b)) or other charges may apply. Credits, if any, to your account will be posted as described in Section 5. If you do not cancel, your continued receipt of our Service will constitute acceptance.

(e) Access Card. You have received a conditional access card (referred to as the "Access Card") and a License Agreement governing your use of the Access Card while you are receiving our Service. Access Cards are nontransferable and are the exclusive property of DIRECTV. If you tell us that the original Access Card was lost, damaged, defective or stolen, we will replace it, as long as there is no evidence of unauthorized tampering with or modification of the Access Card and your account is in good standing. A replacement fee may apply (described in Section 2). Tampering with or other unauthorized modification of the Access Card is strictly prohibited and may result in criminal or civil action. Tampering with or inserting any device into your receiver other than an authorized unmodified Access Card is prohibited. DIRECTV reserves the right to cancel or replace the Access Card. Upon request, the card must be returned to DIRECTV. If you do not return the Access Card to DIRECTV when you cancel your Service, you may be charged a fee as described in Section 2. Requesting Access Cards on behalf of other persons or for purposes other than lawful viewing of DIRECTV Service is prohibited.

(f) Phone Connections. For optimal performance of your Receiving Equipment, including ordering with your remote control or receiving certain Services, each of your receivers must be directly connected to the same land-based telephone line. If you add Service on additional TVs, you may purchase a separate subscription for each additional TV, or, if all your receivers are continuously connected to the same land-based telephone line, we can "mirror" programming to your additional TVs and charge you only the fee amount described in Section 2. You agree to provide true and accurate information about the location of your receivers. If we detect that any receiver is not regularly connected to a land-based telephone line, we may investigate and, if it is determined that the receiver is not at the location described on your account, we may disconnect the receiver or charge you the full programming subscription price for the receiver.

(g) Mobile Units. We provide Service to Receiving Equipment installed in mobile units such as campers, boats and other recreational vehicles. However, this Receiving Equipment is not eligible for the additional TV authorization discount described in Section 1(f).

(h) Private Viewing. We provide Service only for your private, non-commercial use, enjoyment and home viewing. The programming may not be viewed in areas open to the public or in commercial establishments. You may not rebroadcast, transmit or perform the programming, charge admission for its viewing or transmit or distribute running accounts of it. You may not use any of our trademarks. Notwithstanding the provisions of Section 9, we or any programming provider may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission and other applicable laws.

(i) Blackouts. Certain programming, including sports events, may be blacked out in your local reception area. Blackout restrictions are decided by the sports leagues and the other entities that own the local broadcast rights. You may visit directv.com for more blackout information. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.

(j) Loss of Receiving Equipment. You should notify us immediately if your receiver, remote control or receiving antenna dish (referred to collectively as "Receiving Equipment") is lost or stolen. If you notify us within 5 days, we will not charge you for unauthorized use. In any case, we will not charge you for unauthorized use occurring after we receive your notice. For leased Receiving Equipment, non-return fees as specified in the Equipment Lease Addendum will apply.

(k) Transfer of Receiving Equipment. We consider you to be responsible for and the recipient of programming on any Receiving Equipment you own. You are liable for charges incurred in the use of your Receiving Equipment by others until you notify us of a transfer. Leased Receiving Equipment may not be transferred.

(l) Your Viewing Restrictions. It is your responsibility to impose any viewing restrictions or other family members or guests, as you think appropriate. We are not responsible to you, or anyone else, based on the content of our programming. Please visit directv.com for information on parental controls, locks and limits and password protection on your account.

(m) Change of Address. You must notify us immediately of any change in your name, mailing address, residence address or telephone number.

2. PAYMENT

In return for receiving our Service, you promise to pay us as follows:

(a) Programming. You will pay in advance, at our rates in effect at the time, for all Service ordered by you, or anyone who uses your Receiving Equipment, with or without your permission, until the Service is canceled. The outstanding balance is due in full each month. To establish service, you were required to provide a credit card. You may use this or another credit or debit card to establish recurring payments. See Section 5(e) regarding payment upon cancellation. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written on your payments will restrict our ability to collect all amounts owing to us. We may reduce your Service to a minimum service level, at our rates in effect at the time, or deactivate your Service if you do not pay your statements on time, after any applicable grace period.

(b) Taxes. You will pay all state and local taxes or other governmental fees and charges, if any, which are assessed.

(c) Administrative Fees. To control the basic charges which apply to all customers, we may charge fees that arise in specific circumstances only to those customers responsible for them. The list below is not exclusive, and DIRECTV reserves the right to modify these fees or charge additional fees. **In each case, we will charge you the lesser of the fee listed or the maximum amount permitted under applicable law:**

(1) *Up to $100 Account Activation Fee*: upon activation of your Service account.

(2) *Up to $500 Access Card Replacement Fee*: If you lose or fail to

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Return your Access Card (a partial credit may be posted to your account if the Access Card is later returned). If you request overnight delivery of a replacement Access Card, a shipping and handling fee of up to $16.50 applies.

(3) *Up to $5.00 Additional TV Authorization Fee* in connection with obtaining Service on each additional TV connected to Receiving Equipment you own, provided you meet the qualifications specified in Section 1.(f) and the Receiving Equipment is located at your residence. Customers with leased Receiving Equipment do not pay this fee, but pay the Lease Fee specified in the Equipment Lease Addendum.

(4) ***Up to $5.00 Late Fee:*** **If we do not receive your payment by the due date on your bill, we may charge you an administrative late fee of (I) $5.00; or (II) the maximum amount permitted under and subject to applicable law per month or partial month until the delinquent amount is paid in full.** This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature. You acknowledge that this fee is reasonably related to the actual expense we incur due to late payment and may be subject to limitations as set forth by the law in your state.

(5) *Up to $10.00 Change of Service Fee*, if you change your Service package to a lower-priced package. See also Section 5(b).

(6) *Up to $10.00 Phone Payment Fee*, if you elect to pay any outstanding balance over the telephone with an agent. To avoid this fee, you can pay your bill through our Automated Phone System by saying "Pay my bill," or at directv.com.

(7) *Deposits*. We may require that you provide a deposit prior to or after activation of your Service, which we may apply against any unpaid amounts at any time. Deposits will appear on your bills as credits, from which we will deduct our charges. Deposits will not earn interest.

(8) *Up to $5.00 Order Assistance Fee*, if you order a Pay Per View Service by calling and speaking with an agent. A fee of up to $1.50 may apply if you order via our Automated Phone System. Fees are per movie, event or program so ordered, even if later canceled. There is no order assistance fee for orders placed at directv.com.

(9) *Up to $15.00 Deactivation Fee* if you cancel your Service or we deactivate your Service because of your failure to pay or for some other breach on your part.

(10) *Up to $1.75 Duplicate Statement Fee* for each statement request.

(11) *Up to $2.75 Ledger Request Fee* for ledger itemizing past payments on your account.

(12) *Up to $20.00 Returned Payment Fee*, if any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment on your account. You acknowledge that this fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature and it is reasonably related to the actual expense we incur due to unsatisfied payment.

(d) Billing Statements. We will send you a statement for each billing cycle (usually once every 30 days) unless you have a zero or nominal balance due, or a nominal credit balance, on your account at the end of a billing cycle. Statements will show: (1) payments, credits, purchases and any other charges to your account, (2) the amount you owe us and (3) the payment due date. If you elect to make automatic credit or debit card payments, you will not receive monthly statements unless you request that they be sent.

(e) Questions About Your Statement. If you think your statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints you have as promptly as we can.

You must contact us within 60 days of receiving the statement in question. Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible reduction or deactivation of Service.

Remember, if your bill for DIRECTV Service comes from a party other than DIRECTV, please use the contact information on your bill.

(f) Consents Regarding Credit. In order to establish an account with us, you authorize us to inquire into your creditworthiness (subject to Section 6), by checking with credit reporting agencies. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies. Due to the subjective nature of creditworthiness, we reserve the right to require prepayment for any Service via cashier's check, money order or credit card, notwithstanding your credit rating, past history or practice.

(g) Collection Costs. To the extent permitted by law, you will pay us any costs and fees we reasonably incur to collect amounts you owe us.

3. CUSTOMER INFORMATION

(a) Representations. You represent that you are at least 18 years of age and a resident of the United States.

(b) Contact Information. You agree to provide true, accurate, current and complete contact information about yourself, and maintain and promptly update your contact information to keep it true, accurate and complete.

(c) Online Access. You are responsible for maintaining the confidentiality of the password and account e-mail address used for online billing and account maintenance at directv.com, and are fully responsible for all activities that occur under your password and account. You agree to: (i) keep your e-mail address and password confidential and not share them with anyone else; (ii) immediately notify DIRECTV of any unauthorized use of your password and account or other breach of security; and (iii) use only your e-mail address and password to log into directv.com.

4. CHANGES IN CONTRACT TERMS

We reserve the right to change the terms and conditions on which we offer Service. If we make any such changes, we will send you a copy of your new Customer Agreement containing its effective date. You always have the right to cancel your Service, in whole or in part, at any time, and you may do so if you do not accept any such changed terms or conditions. See Sections 5(b), (d) and (e) below. If you elect not to cancel your Service after receiving a new Customer Agreement, your continued receipt of Service constitutes acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then we may cancel your Service as provided in Section 5, as we cannot offer Service to different customers on different terms, among other reasons.

5. CANCELLATION

(a) Term. The term of this Agreement is month-to-month and Service will continue until canceled as provided herein. UNLESS YOU NOTIFY US THAT YOU WISH TO CANCEL IT, WE WILL AUTOMATICALLY RENEW SERVICE THAT YOU SUBSCRIBE TO ON A PERIODIC BASIS, INCLUDING ANY MONTHLY OR ANNUAL SUBSCRIPTIONS AND SEASONAL SPORTS SUBSCRIPTIONS, AS LONG AS WE CONTINUE TO CARRY THE SERVICE.

(b) Your Cancellation. You may cancel Service by notifying us. You may be charged a deactivation fee as described in Section 2 and issued a credit as described below. Your notice is effective on the day we receive it. You will still be responsible for payment of all outstanding balances accrued through that effective date. In addition to any deactivation or change of service fees provided in Section 2, if you cancel Service or change your Service package, you may be subject to an early cancelation fee if you entered into a programming commitment with DIRECTV in connection with the Equipment Lease Addendum, and have failed to maintain the required programming package for the required period of time.

For Services sold only in blocks of one month or multiples of one month, if you cancel such Service, we will credit you only for full months not used. For example, if you subscribe for a year of such Service from January through December but cancel on March 10, we will credit you for the subscription fees for April through December. However, we will not credit any fees for January through March. Additionally, we will not credit seasonal sports subscriptions after the season starts.

(c) Our Cancellation. We may cancel your Service at any time if you fail to pay amounts owing to us when due, subject to any grace periods, breach any other material provision of this Agreement, or act abusively toward our staff. In such case, you will still be responsible for payment of all outstanding balances accrued through that effective date, including the deactivation fee described in Section 2. In addition, we may cancel your Service if you elect not to accept any changed terms described to you, as provided in Section 4.

(d) Credit Balances. When your account is closed, we will review your account and refund any excess monetary payments. Unused portions of retention or similar credits will not be refunded. If your credit balance is less than $1.00 we will not issue you a refund unless you make a written request for the refund. If you do not make such a written request for the refund within one year of the close of your account, you forfeit any credit balance remaining on your account and your account balance will be reset to zero.

(e) Payment Upon Cancellation. You acknowledge that you have provided your credit or debit card account information to us. You understand that you will incur fees and charges as a result of your receipt and use of Service and/or Receiving Equipment, and may incur early cancelation fees and/or equipment non-return fees (as specified in any lease, programming or other service commitment agreement you entered into in connection with obtaining Receiving Equipment). By giving us your credit or debit card account information, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation. You further acknowledge that you are required to maintain current credit or debit card information with us and agree to notify us whenever there is a change in such information, such as a change in the card number or the expiration date.

6. PERSONAL DATA

We collect Personally Identifiable Information about our customers ("Personal Data"). The use and disclosure of this Personal Data is governed by our Privacy Policy and, to the extent not inconsistent with the Privacy Policy, by this Agreement. A copy of our Privacy Policy is available at directv.com. We will also send you a copy if you send your written request to this address: DIRECTV Privacy Policy, P.O. Box 6550, Greenwood Village, CO 80155-6550.

7. DIRECTV® DVR SERVICE

DIRECTV DVR Service is a separately sold service, at our rates in effect at the time, available to customers with DVR-enabled Receiving Equipment. DIRECTV DVR Service gives you the ability to see and record televised programs ("Third Party Content"). You understand that DIRECTV does not guarantee the access to or recording of any particular program, or the length of time any particular recorded program may remain available for your viewing. You also understand that Third Party Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws. You agree that DIRECTV will have no liability to you, or anyone else who uses your DIRECTV DVR Service, with regard to any Third Party Content. DIRECTV may, at its discretion, from time to time change, add or remove features of the DIRECTV DVR Service, or change the service fee for DIRECTV DVR Service.

We generally use local telephone calls to provide the DIRECTV DVR Service. You are responsible for such telephone charges and acknowledge and agree that you shall be solely responsible for all disputes with any telephone company related to the same.

If you paid a "lifetime service fee," you will not be charged a fee for your

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DIRECTV DVR Service as long as you maintain television programming service from DIRECTV on the same account. If you disconnect your DIRECTV television programming service and later reconnect on the same account, your DIRECTV DVR Service will be reconnected and you will not be charged a fee for DIRECTV DVR Service.

By receiving the DIRECTV DVR Service, you agree to the following license. The term "Software" shall include any updates, modified versions, additions and copies of certain software for the DIRECTV DVR Service (or your Receiving Equipment) that may be provided by DIRECTV from time to time. The term "End User Documentation" shall mean the documentation and related explanatory written materials provided to you in connection with licensing by you of any Software. DIRECTV grants to you a non-exclusive license to use the Software, provided that you agree to the following:

(a) License Grant. You may use the Software solely in executable code form and solely in conjunction with the use of your Receiving Equipment.

(b) Restrictions. You may not copy, modify, transfer, disseminate or publish the Software, or any copy thereof, in whole or in part. You may not reverse engineer, disassemble, decompile or translate the Software, or otherwise attempt to derive the source code of the Software, except to the extent allowed under any applicable law. Any attempt to transfer any of the rights, duties or obligations of this license agreement is void. You may not rent, lease, load, resell for profit or distribute the Software, or any part thereof.

(c) Ownership. The Software is licensed, not sold, to you solely for your use under the terms of this license agreement, and DIRECTV and its suppliers reserve all rights not expressly granted to you. You shall own the media, if any, on which Software or End User Documentation is recorded, but DIRECTV and its suppliers retain ownership of all copies of the Software itself.

(d) Reservation of Rights. Except as stated above, this license agreement does not grant to you any intellectual property rights in the Software.

(e) Term. If you breach any term or condition of this license agreement, this license agreement will terminate immediately upon notice to you.

(f) Warranty Disclaimer. NEITHER DIRECTV NOR ANY OF ITS REPRESENTATIVES MAKES OR PASSES ON TO YOU OR OTHER THIRD PARTIES ANY WARRANTY OR REPRESENTATION ON BEHALF OF DIRECTV OR ITS SUPPLIERS (INCLUDING TIVO) WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

(g) Limitation of Liability. IN NO EVENT WILL DIRECTV OR ITS SUPPLIERS BE LIABLE TO YOU WITH RESPECT TO THE SOFTWARE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING LOST PROFITS OR LOST SAVINGS, EVEN IF DIRECTV OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to you.

(h) Third-Party Beneficiary. DIRECTV and you expressly acknowledge and agree that TiVo, Inc., a Delaware corporation with its principal place of business at 2160 Gold Street, Alviso, CA 95002, is an intended third-party beneficiary of this license agreement as it relates to TiVo software that may be contained in the Receiving Equipment. These license provisions are made expressly for the benefit of TiVo and are enforceable by TiVo in addition to DIRECTV.

8. LIMITS ON OUR RESPONSIBILITY

(a) Service Interruptions. Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God, power failure or any other cause beyond our reasonable control. However, because we value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your request we will provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for such Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.

(b) Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE OR YOUR RECEIVING EQUIPMENT. ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE DISCLAIMED.

(c) Limitations of Liability. WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE RECEIVING EQUIPMENT OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE, REGARDLESS OF THE CAUSE. OUR TOTAL LIABILITY FOR DAMAGES OR LOSSES TO YOU AND ANY OTHER PERSONS RECEIVING OUR SERVICE WILL IN NO EVENT EXCEED THE AMOUNT THAT YOU HAVE PAID TO US FOR THE SERVICE THAT YOU RECEIVED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. THIS ALLOCATION OF RISK IS REFLECTED IN OUR PRICES. You may have greater rights than described above under you state's laws. We should consult them.

(d) Warranty Services. You agree that this Agreement does not provide for, and the Service does not include, any warranty services or other services that we might provide separately, including, without limitation, any fee-based or other warranty programs.

9. RESOLVING DISPUTES

In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim relating to this Agreement, any addendum, or your Service (referred to as a "Claim") will be resolved as follows:

(a) Informal Resolution. We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims described in Section 9(d) below) for at least 60 days after one of us notifies the other of a Claim in writing. You will send your notice to the address on the first page of this Agreement, and we will send our notice to your billing address.

(b) Formal Resolution. Except as provided in Section 9(d), if we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration. The arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated (referred to as the "JAMS Rules") and under the rules set forth in this Agreement. If there is a conflict between JAMS Rules and the rules set forth in this Agreement, the rules set forth in this Agreement will govern. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL.** You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law. If you decide to initiate arbitration, you agree to tell us in writing the amount that you would say to fee a lawsuit against us in the appropriate court of law in your state. Unless we agree to pay your fee for you, you only need to pay an arbitration invitation fee equal to such court filing fee, not to exceed $125. we agree to pay any additional fee or deposit required by JAMS to initiate your arbitration. We also agree to pay the costs of the arbitration proceeding. Other fees, such as attorney's fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. The arbitration will be held at a location in your hometown area unless you and we both agree to another location or telephonic arbitration. To start an arbitration, you or we must do the following things:

(1) write a Demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at jamsadr.com.

(2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to:

JAMS
500 North State College Blvd., Suite 600
Orange, CA 92868
1-800-352-5267

(3) Send one copy of the demand for arbitration to the other party.

(c) Special Rules. (i) In the arbitration proceeding, the arbitrator has no authority to make errors of law, and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. (ii) Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. Accordingly, you and we agree that the JAMS Class Action Procedures do not apply to our arbitration. If, however, the law of your state would find this agreement to dispense with class arbitration procedures unenforceable, then this entire Section 9 is unenforceable.

(d) Exceptions. Notwithstanding the foregoing: (i) any Claim based on Section 7(h) above, and (ii) any dispute involving a violation of the Communications Act of 1934, 47 U.S.C. § 605, the Digital Millennium Copyright Act, 17 U.S.C. § 1201, the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 or any other statement or law governing theft of service, may be decided only by a court of competent jurisdiction.

10. MISCELLANEOUS

(a) Notice. Notices to you will be deemed given when personally delivered, addressed to you at your last known address and deposited in the U.S. Mail (which may include inclusion in your billing statement), or sent via Internet to the e-mail address you provided us or sent via satellite to your receiver or delivered when a voice message is left at the telephone number on your account. Your notices to us will be deemed given when we receive them at the address or telephone number on the first page of this Agreement.

(b) Applicable Law. The interpretation and enforcement of this Agreement shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the state and local area where Service is provided to you. This Agreement is subject to modification if required by such laws. Notwithstanding the foregoing, Section 9 shall be governed by the Federal Arbitration Act.

(c) Assignment of Account. We may assign your account or this Agreement and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of the party's assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise.

(d) Other. The Agreement and any lease, activation, programming, or other service commitment agreement that you entered into in connection with obtaining Receiving Equipment constitute our entire agreement. No salesperson or other representative is authorized to change it. If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed.

THANK YOU.

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CUSTOMER AGREEMENT

[Effective as of April 24, 2010, and replaces]

THIS DESCRIBES THE TERMS AND CONDITIONS OF YOUR RECEIPT AND PAYMENT OF DIRECTV® SERVICE AND IS SUBJECT TO ARBITRATION (SECTION 9) AND DISCLAIMER OF WARRANTIES (SECTION 8). IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE. IF YOU INSTEAD DECIDE TO RECEIVE OUR SERVICE, IT WILL MEAN THAT YOU ACCEPT THESE TERMS AND THEY WILL BE LEGALLY BINDING. IF YOU OBTAINED RECEIVING EQUIPMENT DURING OR AFTER MARCH 2006, THE EQUIPMENT LEASE ADDENDUM, AVAILABLE AT DIRECTV.COM, GOVERNS YOUR RECEIPT, USE, AND RETURN OF EQUIPMENT. TO VIEW BOTH AGREEMENTS IN SPANISH, VISIT DIRECTV.COM/ACUERDO OR CALL 1-888-388-8822 TO REQUEST A PRINTED COPY. (VISITE A DIRECTV.COM/ACUERDO O LLAME AL 1-888-388-8822 PARA SOLICITAR ESTE DOCUMENTO.)

CONTACTING DIRECTV:

You may contact us 24 hours a day, any day of the year, by sending us an e-mail at directv.com/emailus or by writing to:

DIRECTV, Inc.
Customer Service
P.O. Box 6550
Greenwood Village, CO 80155-6550

You can also call us at 1-800-531-5000 and speak your request into our Automated Phone System, e.g., for technical issues – say "technician"; for on-screen messages – say the extension or message you see on your TV screen; to pay your bill – say "pay my bill"; for programming questions – say the name of the package or service, etc. For bill inquiries, call hours are 8am - 8pm (your local time) Sun - Fri and 8am - 12:30am ET on Sat.

If your bill for DIRECTV Service comes from a party other than DIRECTV, please use the contact information provided on your bill for any questions about your DIRECTV Service.

Thank you for choosing DIRECTV. DIRECTV provides digital satellite entertainment programming and services (referred to collectively as "Service") to residents of the United States. We do not provide Service to addresses outside of the United States.

CUSTOMER AGREEMENT

1. OUR SERVICE

These are the terms on which we will provide you Service:

(a) Program Choices. You must subscribe to a base package in order to receive additional Services such as premium movie services or sports subscriptions. All programming selections have their own rules, terms and conditions. Information about programming is at directv.com.

(b) Ordering Pay-Per-View. You may order Pay Per View Services by using your on-screen guide and remote control, by ordering at directv.com, by calling us and speaking the name of your event into our Automated Phone System, or by ordering through an agent. Programs recorded to a DVR may automatically delete after 24 hours. If you call an agent to order, the maximum fee may apply (described in Section 2). A reduced fee is available for Pay Per View orders placed at directv.com or through the Automated Phone System. To use your remote control to order, your receiver must be continuously connected to a land-based telephone line. Your order is transmitted via the telephone line, and during the short transmission period, you may not be able to use the line for other purposes. Repeated cancellation of previously ordered Pay Per View Services may result in cancellation of your account, restrictions on your ability to order Pay Per View Services, or imposition of additional fees for Pay Per View Services.

(c) Your Programming Changes. You may change your programming selection by notifying us. A fee may apply to such changes (described in Sections 2 & 5(b)). Some programming may be purchased in minimum blocks of one month or multiples of one month.

(d) Our Programming Changes. Many factors affect the availability, cost and quality of programming and may influence the decision to raise prices and the amount of any increase. These include, among others, programming and other costs, consumer demand, market and shareholder expectations, and changing business conditions. Accordingly, we must reserve the unrestricted right to change, rearrange, add or delete our programming packages, the selections in those packages, our prices, and any other Service we offer, at any time. We will endeavor to notify you of any change that is within our reasonable control and its effective date. In most cases this notice will be about one month in advance. You always have the right to cancel your Service, in whole or in part. If you do not accept the change (see Section 5), if you cancel your Service, a deactivation fee (described in Sections 2 & 5(b)) or other charges may apply. Credits, if any, to your account will be posted as described in Section 5. If you do not cancel, your continued receipt of our Service will constitute acceptance.

(e) Access Card. You have received a conditional access card (referred to as the "Access Card") and a License Agreement governing your use of the Access Card while you are receiving our Service. Access Cards are nontransferable and are the exclusive property of DIRECTV. If you tell us that the original Access Card was lost, damaged, defective or stolen, we will replace it, as long as there is no evidence of unauthorized tampering with or modification of the Access Card and your account is in good standing. A replacement fee may apply (described in Section 2). Tampering with or other unauthorized modification of the Access Card is strictly prohibited and may result in criminal or civil action. Tampering with or inserting any device into your receiver other than an authorized unmodified Access Card is prohibited. DIRECTV reserves the right to cancel or replace the Access Card. Upon request, the card must be returned to DIRECTV. If you do not return the Access Card to DIRECTV when you cancel your Service, you may be charged a fee as described in Section 2. Requesting Access Cards on behalf of other persons or for purposes other than lawful viewing of DIRECTV Service is prohibited.

(f) Phone Connections. For optimal performance of your Receiving Equipment, including ordering with your remote control or receiving certain Services, each of your receivers must be directly connected to the same land-based telephone line. If you add Service for additional TVs, you may purchase a separate subscription for each additional TV, or, if all your receivers are continuously connected to the same land-based telephone line, we can "mirror" programming to your additional TVs and charge you only the fee amount described in Section 2. You agree to provide true and accurate information about the location of your receivers. If we detect that any receiver is not regularly connected to a land-based telephone line, we may investigate and, if it is determined that the receiver is not at the location identified on your account, we may disconnect the receiver or charge you the full programming subscription price for the receiver.

(g) Mobile Units. We provide Service to Receiving Equipment installed in mobile units such as campers, boats and other recreational vehicles. However, this Receiving Equipment is not eligible for the additional TV authorization discount described in Section 1(f).

(h) Private Viewing. We provide Service only for your private, non-commercial use, enjoyment and home viewing. The programming may not be viewed in areas open to the public or in commercial establishments. You may not rebroadcast, transmit or perform the programming, charge admission for its viewing or transmit, or distribute running accounts of it. You may not use any of our trademarks. Notwithstanding the provisions of Section 9, we or any programming provider may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission and other applicable laws.

(i) Blackouts. Certain programming, including sports events, may be blacked out in your local reception area. Blackout restrictions are decided by the sports leagues and the other entities that own the local broadcast rights. You may visit directv.com for more blackout information. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.

(j) Loss of Receiving Equipment. You should notify us immediately if your receiver, remote control or receiving antenna dish (referred to collectively as "Receiving Equipment") is lost or stolen. If you notify us within 5 days, we will not charge you for unauthorized use. In any case, we will not charge you for unauthorized use occurring after we receive your notice. For leased Receiving Equipment, non-return fees as specified in the Equipment Lease Addendum will apply.

(k) Transfer of Receiving Equipment. We consider you to be responsible for, and the recipient of programming on, any Receiving Equipment you own. You are liable for charges incurred in the use of your Receiving Equipment by others until you notify us of a transfer. Leased Receiving Equipment may not be transferred.

(l) Your Viewing Restrictions. It is your responsibility to impose any viewing restrictions on other family members or guests, as you think appropriate. We are not responsible to you or anyone else based on the content of our programming. Please visit directv.com for information on parental controls, locks and limits and password protection on your account.

(m) Change of Address. You must notify us immediately of any change in your name, mailing address, residence address or telephone number.

2. PAYMENT

In return for receiving our Service, you promise to pay us as follows:

(a) Programming. You will pay in advance, at our rates in effect at the time for all Service ordered by you or anyone who uses your Receiving Equipment, with or without your permission, until the Service is canceled. The outstanding balance is due in full each month. To establish service, you were required to provide a credit card. You may use this or another credit or debit card to establish recurring payments. See Section 5(a) regarding payment upon cancellation. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written on your payments will restrict our ability to collect all amounts owing to us. We may reduce your Service to a minimum service level, at our rates in effect at the time.

or deactivate your Service if you do not pay your statements on time, after any applicable grace period.

(b) Taxes. You will pay all state and local taxes or other governmental fees and charges, if any, which are assessed.

(c) Administrative Fees. To control the basic charges which apply to all customers, we may charge fees that arise in specific circumstances only to those customers responsible for them. The list below is not exclusive, and DIRECTV reserves the right to modify these fees or charge additional fees. **In each case, we will charge you the lesser of the fee listed or the maximum amount permitted under applicable law:**

(1) *Up to $100 Account Activation Fee*, upon activation of your Service account.

(2) *Up to $300 Access Card Replacement Fee*, if you lose or fail to return your Access Card (a partial credit may be posted to your account if the Access Card is later returned). If you request overnight delivery of a replacement Access Card, a shipping and handling fee of up to $16.50 applies.

(3) *Up to $5.00 Additional TV Authorization Fee* in connection with obtaining Service on each additional TV connected to Receiving Equipment you own, provided you meet the qualifications specified in Section 1(f) and the Receiving Equipment is located at your residence. Customers with leased Receiving Equipment do not pay this fee, but pay the Lease Fee specified in the Equipment Lease Addendum.

(4) ***Up to $5.00 Late Fee:*** **If we do not receive your payment by the due date on your bill, we may charge you an administrative late fee of (i) $5.00; or (ii) the maximum amount permitted under and subject to applicable law per month or partial month until the delinquent amount is paid in full.** This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature. You acknowledge that this fee is reasonably related to the actual expense we incur due to late payment and may be subject to limitations as set forth by the law in your state.

(5) *Up to $10.00 Change of Service Fee*, if you change your Service package to a lower-priced package. See also Section 5(b).

(6) *Up to $10.00 Phone Payment Fee*, if you elect to pay any outstanding balance over the telephone with an agent. To avoid this fee, you can pay your bill through our Automated Phone System by saying "Pay my bill," or at directv.com.

(7) *Deposits*: We may require that you provide a deposit prior to or after activation of your Service, which we may apply against any unpaid amount at any time. Deposits will appear on your bills as credits, from which we will deduct our charges. Deposits will not earn interest.

(8) *Up to $5.00 Order Assistance Fee*, if you order a Pay Per View Service by calling and speaking with an agent. A fee of up to $1.50 may apply if you order via our Automated Phone System. Fees are per movie, event or program so ordered, even if later canceled. There is no order assistance fee for orders placed at directv.com.

(9) *Up to $15.00 Deactivation Fee* if you cancel your Service or we deactivate your Service because of your failure to pay or for some other breach on your part.

(10) *Up to $1.75 Duplicate Statement Fee* for each statement request.

(11) *Up to $2.75 Ledger Request Fee* for ledger itemizing past payments on your account.

(12) *Up to $20.00 Returned Payment Fee*, if any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment on your account. You acknowledge that this fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature and it is reasonably related to the actual expense we incur due to unsatisfied payment.

(d) Billing Statements. We will send you a statement for each billing cycle (usually once every 30 days) unless you have a zero or nominal balance due, or a nominal credit balance, on your account at the end of a billing cycle. Statements will show: (1) payments, credits, purchases and any other charges to your account, (2) the amount you owe us and (3) the payment due date. If you elect to make automatic credit or debit card payments, you will not receive monthly statements unless you request that they be sent.

(e) Questions About Your Statement. If you think your statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints you have as promptly as we can.

You must contact us within 60 days of receiving the statement in question. Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible reduction or deactivation of Service.

Remember, if your bill for DIRECTV Service comes from a party other than DIRECTV, please use the contact information on your bill.

(f) Consents Regarding Credit. In order to establish an account with us, you authorize us to inquire into your creditworthiness (subject to Section 6), by checking with credit reporting agencies. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies. Due to the subjective nature of creditworthiness, we reserve the right to require prepayment for any Service via cashier's check, money order or credit card, notwithstanding your credit rating, past history or practice.

(g) Collection Costs. To the extent permitted by law, you will pay us any costs and fees we reasonably incur to collect amounts you owe us.

3. CUSTOMER INFORMATION

(a) Representations. You represent that you are at least 18 years of age and a resident of the United States.

(b) Contact Information. You agree to provide true, accurate, current and complete contact information about yourself, and maintain and promptly update your contact information to keep it true, accurate and complete.

(c) Online Access. You are responsible for maintaining the confidentiality of the password and account e-mail address used for online billing and account maintenance at directv.com, and are fully responsible for all activities that occur under your password and account. You agree to: (i) keep your e-mail address and password confidential and not share them with anyone else; (ii) immediately notify DIRECTV of any unauthorized use of your password and account or other breach of security and (iii) use only your e-mail address and password to log in to directv.com.

4. CHANGES IN CONTRACT TERMS

We reserve the right to change the terms and conditions on which we offer Service. If we make any such changes, we will send you a copy of your new Customer Agreement containing its effective date. You always have the right to cancel your Service, in whole or in part, at any time, and you may do so if you do not accept any such changed terms or conditions. See Sections 5(b), (d) and (e) below. If you elect not to cancel your Service after receiving a new Customer Agreement, your continued receipt of Service constitutes acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then we may cancel your Service as provided in Section 5, as we cannot offer Service to different customers on different terms, among other reasons.

5. CANCELLATION

(a) Term. The term of this Agreement is indefinite and Service will continue until canceled as provided herein. UNLESS YOU NOTIFY US THAT YOU WISH TO CANCEL IT, WE WILL AUTOMATICALLY RENEW SERVICE THAT YOU SUBSCRIBE TO ON A PERIODIC BASIS, INCLUDING ANY MONTHLY OR ANNUAL SUBSCRIPTIONS AND SEASONAL SPORTS SUBSCRIPTIONS, AS LONG AS WE CONTINUE TO CARRY THE SERVICE.

(b) Your Cancellation. You may cancel Service by notifying us. You may be charged a deactivation fee as described in Section 2 and issued a credit as described below. Your notice is effective on the day we receive it. You will still be responsible for payment of all outstanding balances accrued through that effective date. In addition to any deactivation or change of service fees provided in Section 2, if you cancel Service or change your Service package, you may be subject to an early cancellation fee if you entered into a programming commitment with DIRECTV in connection with the Equipment Lease Addendum, and have failed to maintain the required programming package for the required period of time. For Services sold only in blocks of one month or multiples of one month, if you cancel such Service, we will credit you only for full months not used. For example, if you subscribe for a year of such Service from January through December but cancel on March 10, we will credit you for the subscription fees for April through December. However, we will not credit any fees for January through March. Additionally, we will not credit seasonal sports subscriptions after the season starts.

(c) Our Cancellation. We may cancel your Service at any time if you fail to pay amounts owing to us when due, subject to any grace periods, breach any other material provision of this Agreement, or act abusively toward our staff. In such case, you will still be responsible for payment of all outstanding balances accrued through that effective date, including the deactivation fee described in Section 2. In addition, we may cancel your Service if you elect not to accept any changed terms described to you, as provided in Section 4.

(d) Credit Balances. When your account is closed, we will review your account and refund any excess monetary payments. Unused portions of retention or similar credits will not be refunded. If your credit balance is less than $1.00 we will not issue you a refund unless you make a written request for the refund. If you do not make such a written request for the refund within one year of the close of your account, you forfeit any credit balance remaining on your account and your account balance will be reset to zero.

(e) Payment Upon Cancellation. You acknowledge that you have provided your credit or debit card account information to us. You understand that you will incur fees and charges as a result of your receipt and use of Service and/or Receiving Equipment, and may incur early cancellation fees and/or equipment non-return fees (as specified in any lease, programming or other service commitment agreement you entered into in connection with obtaining Receiving Equipment). By giving us your credit or debit card account information, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation. You further acknowledge that you are required to maintain current credit or debit card information with us and agree to notify us whenever there is a change in such information, such as a change in the card number or the expiration date.

6. PERSONAL DATA

We collect Personally Identifiable Information about our customers ("Personal Data"). The use and disclosure of this Personal Data is governed by our Privacy Policy and, to the extent not inconsistent with the Privacy

Policy, by this Agreement. A copy of our Privacy Policy is available at directv.com. We will also send you a copy if you send your written request to this address: DIRECTV Privacy Policy, P.O. Box 6550, Greenwood Village, CO 80155-6550.

7. DIRECTV® DVR SERVICE AND SOFTWARE LICENSE

DIRECTV DVR Service is a separately sold service, at our option in effect at the time, available to customers with DVR-enabled Receiving Equipment. DIRECTV DVR Service gives you the ability to see and record television programs ("Third Party Content"). You understand that DIRECTV does not guarantee the access to or recording of any particular program, or the length of time any particular recorded program may remain available for your viewing. You also understand that Third Party Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws. You agree that DIRECTV will have no liability to you, or anyone else who uses your DIRECTV DVR Service, with regard to any Third Party Content. DIRECTV may, at its discretion, from time to time change, add or remove features of the DIRECTV DVR Service, or change the service fee for DIRECTV DVR Service.

We generally use local telephone calls to provide the DIRECTV DVR Service. You are responsible for such telephone charges and acknowledge and agree that you shall be solely responsible for all disputes with any telephone company related to the same.

If you paid a "lifetime service fee," you will not be charged a fee for your DIRECTV DVR Service as long as you maintain television programming service from DIRECTV on the same account. If you disconnect your DIRECTV television programming service and later reconnect on the same account, your DIRECTV DVR Service will be reconnected and you will not be charged a fee for DIRECTV DVR Service.

The DIRECTV Receiving Equipment incorporates Software which is owned by DIRECTV or its third party licensors. Before using the Receiving Equipment or activating the DIRECTV DVR Service, please read the terms and conditions for use of the Software. If you do not agree to these terms you may not use the Receiving Equipment and may not activate the DIRECTV DVR Service and should immediately return the Receiving Equipment to DIRECTV or your supplier. These terms also apply to any modifications, updates or supplements to the Software provided to you. Below is a summary of the terms of the Software license. A complete text of the terms and conditions for use of the Software is located in the user manual and at directv.com.

(a) License Grant and Conditions. DIRECTV grants you a non-exclusive, non-transferable, limited license to use the Software solely in executable code form and solely as integrated with, incorporated into, and in conjunction with the Receiving Equipment. Certain third party Software used in connection with the Receiving Equipment may be made directly available to you by the providers thereof. DIRECTV reserves the right to modify, supplement, update and otherwise alter the Software via software download or other modification procedures, and these terms will apply to such Software as modified, supplemented, updated, and otherwise altered.

(b) License Restrictions. You may not copy, modify or transfer the Software, or any copy thereof, in whole or in part. You may not reverse engineer, disassemble, decompile or translate the Software, or otherwise attempt to derive the source code of the Software, except to the extent allowed under any applicable law. The Software may include some components that are covered by "free software" licenses, open source software, and other similar license use rights which require such components to be used, modified and/or distributed only under the terms of such licenses.

(c) Ownership of Software and Reservation of Rights. The Software is licensed, not sold, to you for use only under the terms of this license agreement. DIRECTV is NOT transferring title or any ownership rights in the Software to you, and DIRECTV and its suppliers reserve all rights not expressly granted to you. Except as stated above, this license agreement does not grant to you any intellectual property rights in the Software.

(d) Termination. These terms are effective until terminated. You may terminate these terms by returning the Receiving Equipment to DIRECTV or your supplier. These terms will terminate automatically without notice if you fail to comply with these terms or any other agreement between you and DIRECTV. Upon termination you must return the Receiving Equipment to DIRECTV or your supplier.

(e) Disclaimer. THE SOFTWARE IS TO THE EXTENT PERMITTED BY LAW SUPPLIED "AS IS". NEITHER DIRECTV NOR ANY OF ITS LICENSORS EXPRESSLY MAKES OR PASSES ON TO YOU ANY WARRANTY OR REPRESENTATION ON BEHALF OF DIRECTV OR ITS LICENSORS WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

(f) Limitation of Liability. IN NO EVENT WILL DIRECTV OR ITS LICENSORS BE LIABLE TO YOU WITH RESPECT TO THE SOFTWARE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGE (INCLUDING LOSS OF PROFITS, LOST SAVINGS, LOSS OF DATA OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES) ARISING OUT OF THE USE OR THE INABILITY TO USE THE SOFTWARE, EVEN IF DIRECTV OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to you.

(g) Additional Information. DIRECTV's licensors and suppliers shall be third party beneficiaries of these license terms, as applicable. Certain additional terms and information for the Software and certain third party software (including the text of licenses applicable to any free, open source and other similar software that may be included in the Software) may be found in the DIRECTV website located at directv.com, and the GNU website located at www.gnu.org.

(h) Third-Party Beneficiary. DIRECTV and you expressly acknowledge and agree that TiVo, Inc., a Delaware corporation with its principal place of business at 2160 Gold Street, Alviso, CA 95002, is an intended third-party beneficiary of this license agreement as it relates to TiVo software that may be contained in the Receiving Equipment. These license provisions are made expressly for the benefit of TiVo and are enforceable by TiVo in addition to DIRECTV.

8. LIMITS ON OUR RESPONSIBILITY

(a) Service Interruptions. Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God, power failure or any other cause beyond our reasonable control. However, because we value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your request we will provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for such Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASE.

(b) Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE OR YOUR RECEIVING EQUIPMENT, WHICH IS PROVIDED TO YOU AS IS. ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE DISCLAIMED. YOU ARE RESPONSIBLE FOR THE LOSS OF OR ANY DAMAGE TO THE RECEIVING EQUIPMENT.

(c) Limitations of Liability. WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE RECEIVING EQUIPMENT OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. REGARDLESS OF THE CAUSE, OUR TOTAL LIABILITY FOR DAMAGES OR LOSSES TO YOU AND ANY OTHER PERSONS RECEIVING OUR SERVICE WILL IN NO EVENT EXCEED THE AMOUNT THAT YOU HAVE PAID TO US FOR THE SERVICE THAT YOU RECEIVED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. THIS ALLOCATION OF RISK IS REFLECTED IN OUR PRICES. You may have greater rights than described above under your state's laws. You should consult them.

(d) Warranty Services. You agree that this Agreement does not provide for, and the Service does not include, any warranty services or other services that we might provide separately, including, without limitation, any fee based or other warranty programs.

9. RESOLVING DISPUTES

In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim resulting to this Agreement, any addendum, or your Service (referred to as a "Claim") will be resolved as follows:

(a) Informal Resolution. We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims described in Section 9(d) below) for at least 60 days after one of us notifies the other of a Claim in writing. You will send your notice to the address on the first page of this Agreement, and we will send our notice to your billing address.

(b) Forms; Resolution. Except as provided in Section 9(d), if we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration. The arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated (referred to as the "JAMS Rules") and under the rules set forth in this Agreement. If there is a conflict between JAMS Rules and the rules set forth in this Agreement, the rules set forth in this Agreement will govern. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law. If you decide to initiate arbitration, you agree to tell us in writing the amount that you would pay to file a lawsuit against us in the appropriate court of law in your state. Unless we agree to pay your fee for you, you only need to pay an arbitration initiation fee equal to such court filing fee, not to exceed $125, we agree to pay any additional fee or deposit required by JAMS to initiate your arbitration. We also agree to pay the costs of the arbitration proceeding. Other fees, such as attorney's fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. The arbitration will be held at a location in your hometown area unless you and we both agree to another location or telephonic arbitration. To start an arbitration, you or we must do the following things:

(1) Write a Demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at jamsadr.com.

(2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to:

JAMS
500 North State College Blvd., Suite 600
Orange, CA 92868
1-800-352-5267

(3) Send one copy of the demand for arbitration to the other party.

(c) Special Rules. (i) In the arbitration proceeding, the arbitrator has no authority to make errors of law, and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. (ii) Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. Accordingly, you and we agree that the JAMS Class Action Procedures do not apply to our arbitration. If, however, the law of your state would find this agreement to dispense with class arbitration procedures unenforceable, then this entire Section 9 is unenforceable.

(d) Exceptions. Notwithstanding the foregoing: (i) any Claim based on Section 1(k) above; and (ii) any dispute involving a violation of the Communications Act of 1934, 47 U.S.C. § 605, the Digital Millennium Copyright Act, 17 U.S.C. § 1201, the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 or any other statement or law governing theft of service, may be decided only by a court of competent jurisdiction.

10. MISCELLANEOUS

(a) Notice. Notices to you will be deemed given when personally delivered, addressed to you at your last known address and deposited in the U.S. Mail (which may include inclusion in your billing statement), or sent via Internet to the e-mail address you provided us or sent via satellite to your receiver or delivered when a voice message is left at the telephone number on your account. Your notices to us will be deemed given when we receive them at the address or telephone number on the first page of this Agreement.

(b) Applicable Law. The interpretation and enforcement of this Agreement shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the state and local area where Service is provided to you. This Agreement is subject to modification if required by such laws. Notwithstanding the foregoing, Section 9 shall be governed by the Federal Arbitration Act.

(c) Assignment of Account. We may assign your account or this Agreement and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of the party's assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise.

(d) Other. This Agreement and any lease, activation, programming, or other service commitment agreement that you entered into in connection with obtaining Receiving Equipment constitute our entire agreement. No salesperson or other representative is authorized to change it. If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed.

THANK YOU.

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DIRECTV CUSTOMER AGREEMENT

Effective as of April 24, 2011, until replaced

THIS DISCLOSES THE TERMS AND CONDITIONS OF YOUR RECEIPT AND PAYMENT OF DIRECTV® SERVICE AND IS SUBJECT TO ARBITRATION (SECTION 8) AND DISCLAIMER OF WARRANTIES (SECTION 9). IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR ORDER OR SERVICE. IF YOU INSTEAD DECIDE TO RECEIVE OUR SERVICE, IT WILL MEAN THAT YOU ACCEPT THESE TERMS AND THEY WILL BE LEGALLY BINDING. IF YOU OBTAINED RECEIVING EQUIPMENT DURING OR AFTER MARCH 2008, THE EQUIPMENT LEASE AGREEMENT, AVAILABLE AT DIRECTV.COM, GOVERNS YOUR RECEIPT, USE, AND RETURN OF EQUIPMENT. TO VIEW BOTH AGREEMENTS IN ESPAÑOL, VISIT DIRECTV.COM/ACUERDO OR CALL 1-888-388-8822 TO REQUEST A PRINTED COPY. (VISITE A DIRECTV.COM/ACUERDO O LLAME AL 1-888-388-8822 PARA SOLICITAR ESTE DOCUMENTO.)

CONTACTING DIRECTV:

You may contact us 24 hours a day, any day of the year, by sending us an e-mail at directv.com/email or by writing to:

DIRECTV, Inc.
Customer Service
P.O. Box 6550
Greenwood Village, CO 80155-6550

You can also call us at 1-800-531-5000 and speak your request into our Automated Phone System, e.g., for technical issues – say "technical"; for on-screen messages – say the extension or message you see on your TV screen; to pay your bill – say "pay my bill"; for programming questions – say the name of the package or service, etc. For bill inquiries, call hours are 8am - 10pm (your local time), Sun - Fri and 8am - 12:30am ET on Sat.

If your bill for DIRECTV Service comes from a party other than DIRECTV, please use the contact information provided on your bill for any questions about your DIRECTV Service.

Thank you for choosing DIRECTV. DIRECTV provides digital satellite entertainment programming and services (referred to collectively as "Service") to residents of the United States. We do not provide Service to addresses outside of the United States.

CUSTOMER AGREEMENT

1. OUR SERVICE

These are the terms on which we will provide you Service.

(a) Package Choices. You must subscribe to a base package in order to receive additional Services such as premium movie services or sports subscriptions. All programming selections have their own rates, terms and conditions. Information about programming is at directv.com.

(b) Ordering Pay-Per-View. You may order Pay-Per-View Services by using your on-screen guide and remote control, by ordering at directv.com, by calling us and speaking the name of your event into our Automated Phone System, or by ordering through an agent. Programs recorded to a DVR may automatically delete after 24 hours. If you call an agent to order, the installment fee may apply (described in Section 2). A reduced fee is available for Pay-Per-View orders placed at directv.com or through the Automated Phone System. To use your remote control to order, your receiver must be continuously connected to a land-based telephone line. Your order is transmitted via the telephone line, and during the short transmission period, you may not be able to use the line for other purposes. Repeated cancellation of previously ordered Pay-Per-View Services may result in cancellation of your account, restrictions on your ability to order Pay-Per-View Services, or imposition of additional fees for Pay-Per-View Services.

(c) Your Programming Changes. You may change your programming selection by notifying us. A fee may apply to such changes (described in Sections 2 & 5(d)). Some programming may be purchased in minimum blocks of one month or multiples of one month.

(d) Our Programming Changes. Many factors affect the availability, cost and quality of programming and may influence the decision to raise prices and the amount of any increase. Those include, among others, programming and other costs, consumer demand, market and shareholder expectations, and changing business conditions. Accordingly, we must reserve the unrestricted right to change, rearrange, add or delete our programming packages, the selections in those packages, our prices, and any other Service we offer, at any time. We will endeavor to notify you of any change that is within our reasonable control and its effective date. In most cases this notice will be about one month in advance. You always have the right to cancel your Service, in whole or in part. If you do not accept the change (see Section 5), if you cancel your Service, a deactivation fee (described in Sections 2 & 5(d)) or other charges may apply. Credits, if any, to your account will be posted as described in Section 5. If you do not cancel, your continued receipt of our Service will constitute acceptance.

(e) Access Card. You have received a conditional access card (referred to as the "Access Card") and a License Agreement governing your use of the Access Card while you are receiving our Service. Access Cards are non-transferable and are the exclusive property of DIRECTV. If you tell us that the original Access Card was lost, damaged, defective or stolen, we will replace it, as long as there is no evidence of unauthorized tampering with or modification of the Access Card and your account is in good standing. A replacement fee may apply (described in Section 2). Tampering with or other unauthorized modification of the Access Card is strictly prohibited and may result in criminal or civil action. Tampering with or inserting any device into your receiver other than an authorized unmodified Access Card is prohibited. DIRECTV reserves the right to cancel or replace the Access Cards. Upon request, the card must be returned to DIRECTV. If you do not return the Access Card to DIRECTV when you cancel your Service, you may be charged a fee as described in Section 2. Requesting Access Cards on behalf of other persons or for purposes other than lawful viewing of DIRECTV Service is prohibited.

(f) Phone Connections. For optimal performance of your Receiving Equipment, including ordering with your remote control or receiving certain Services, each of your receivers must be directly connected to the same land-based telephone line. If you add Service or additional TVs, you may purchase a separate subscription for each additional TV, or, if all your receivers are continuously connected to the same land-based telephone line, we can "mirror" programming to your additional TVs and charge you only the fee amount described in Section 2. You agree to provide true and accurate information about the location of your receivers. If we detect that any receiver is not regularly connected to a land-based telephone line, we may investigate and, if it is determined that the receiver is not at the location identified on your account, we may disconnect the receiver or charge you the full programming subscription price for the receiver.

(g) Mobile Units. We provide Service to Receiving Equipment installed in mobile units such as campers, boats and other recreational vehicles. However, this Receiving Equipment is not eligible for the additional TV authorization discount described in Section 1(h).

(h) Private Viewing. We provide Service only for your private non-commercial use, enjoyment and home viewing. The programming may not be viewed in areas open to the public or in commercial establishments. You may not rebroadcast, transmit or perform the programming, charge admission for its viewing or transmit or distribute viewing accounts of it. You may not use any of our trademarks. Notwithstanding the provisions of Section 9, we or any programming provider may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission and other applicable laws.

(i) Blackouts. Certain programming, including sports events, may be blacked out in your local reception area. Blackout restrictions are decided by the sports leagues and the other entities that own the local broadcast rights. You may visit directv.com for more blackout information. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.

(j) Loss of Receiving Equipment. You should notify us immediately if your receiver, remote control or receiving antenna dish (referred to collectively as "Receiving Equipment") is lost or stolen. If you notify us within 5 days, we will not charge you for unauthorized use. In any case, we will not charge you for unauthorized use occurring after we receive your notice. For leased Receiving Equipment, non-return fees as specified in the Equipment Lease Agreement will apply.

(k) Transfer of Receiving Equipment. We consider you to be responsible for, and the recipient of programming on, any Receiving Equipment you own. You are liable for charges incurred in the use of your Receiving Equipment by others until you notify us of a transfer. Leased Receiving Equipment may not be transferred.

(l) Your Viewing Restrictions. It is your responsibility to impose any viewing restrictions on other family members or guests, as you think appropriate. We are not responsible to you or anyone else based on the content of our programming. Please visit directv.com for information on parental controls, locks and timers and password protection on your account.

(m) Change of Address. You must notify us immediately of any change in your name, mailing address, residence address or telephone number.

2. PAYMENT

In return for receiving our Service, you promise to pay us as follows:

(a) Programming. You will pay in advance, at our rates in effect at the time for all Service ordered by you or anyone who uses your Receiving Equipment, with or without your permission, until the Service is canceled. The outstanding balance is due in full each month. To establish service, you were required to provide a credit card. You may use this or another credit or debit card to establish recurring payments. See Section 5(b) regarding payment upon cancellation. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written on your payments will restrict our ability to collect all amounts owing to us. We may reduce your Service to a minimum service level, at our rates in effect at the time, or deactivate your Service if you do not pay your statements on time, after any applicable grace period.

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(b) Taxes. You will pay all state and local taxes or other governmental fees and charges, if any, which are assessed.

(c) Administrative Fees. To control the basic charges which apply to all customers, we may charge fees that arise in specific circumstances only to those customers responsible for them. The list below is not exclusive, and DIRECTV reserves the right to modify these fees or charge additional fees. **In each case, we will charge you the lesser of the fee listed or the maximum amount permitted under applicable law:**

(1) *Up to $100 Account Activation Fee*, upon activation of your Service account.

(2) *Up to $300 Access Card Replacement Fee*, if you lose or fail to return your Access Card (a partial credit may be posted to your account if the Access Card is later returned). If you request overnight delivery of a replacement Access Card, a shipping and handling fee of up to $16.50 applies.

(3) *Up to $6.00 Additional TV Authorization Fee* in connection with obtaining Service on each additional TV connected to Receiving Equipment you own, provided you meet the qualifications specified in Section 1(f) and the Receiving Equipment is located at your residence. Customers with leased Receiving Equipment do not pay this fee, but pay the Lease Fee specified in the Equipment Lease Agreement.

(4) ***Up to $5.00 Late Fee:*** **If we do not receive your payment by the due date on your bill, we may charge you an administrative late fee of (i) $5.00; or (ii) the maximum amount permitted under and subject to applicable law per month or partial month until the delinquent amount is paid in full.** This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature. You acknowledge that this fee is reasonably related to the actual expense we incur due to late payment and may be subject to limitations as set forth by the law in your state.

(5) *Up to $10.00 Change of Service Fee*, if you change your Service package to a lower-priced package. See also Section 5(b).

(6) *Up to $10.00 Phone Payment Fee*, if you elect to pay any outstanding balance over the telephone with an agent. To avoid this fee, you can pay your bill through our Automated Phone System by saying "Pay my bill," or at directv.com.

(7) *Deposits:* We may require that you provide a deposit prior to or after activation of your Service, which we may apply against any unpaid amount at any time. Deposits will appear on your bills as credits, from which we will deduct our charges. Deposits will not earn interest.

(8) *Up to $5.00 Order Assistance Fee*, if you order a Pay Per View Service by calling and speaking with an agent. A fee of up to $1.50 may apply if you order via our Automated Phone System. Fees are per movie, event or program as ordered, even if later canceled. There is no order assistance fee for orders placed at directv.com.

(9) *Up to $15.00 Deactivation Fee* if you cancel your Service or we deactivate your Service because of your failure to pay or for some other breach on your part.

(10) *Up to $1.75 Duplicate Statement Fee* for each statement request.

(11) *Up to £2.75 Lenger Request Fee* for lenger tlanslting past payments on your account.

(12) *Up to £20.00 Returned Payment Fee*, if any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment on your account. You acknowledge that this fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature and it is reasonably related to the actual expense we incur due to unsatisfied payment.

(d) Billing Statements. We will send you a statement for each billing cycle (usually once every 30 days) unless you have a zero or nominal balance due, or a nominal credit balance, on your account at the end of a billing cycle. Statements will show: (1) payments, credits, purchases and any other charges to your account, (2) the amount you owe us and (3) the payment due date. If you elect to make automatic credit or debit card payments, you will not receive monthly statements unless you request that they be sent.

(e) Questions About Your Statement. If you think your statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints you have as promptly as we can.

You must contact us within 90 days of receiving the statement in question. Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible reduction or deactivation of Service.

Remember, if your bill for DIRECTV Service comes from a party other than DIRECTV, please use the contact information on your bill.

(f) Consents Regarding Credit. In order to establish an account with us, you authorize us to inquire into your creditworthiness (subject to Section 6), by checking with credit reporting agencies. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies. Due to the subjective nature of creditworthiness, we reserve the right to require prepayment for any Service via cashier's check, money order or credit card, notwithstanding your credit rating, past history or practice.

(g) Collection Costs. To the extent permitted by law, you will pay us any costs and fees we reasonably incur to collect amounts you owe us.

3. CUSTOMER INFORMATION

(a) Representations. You represent that you are at least 18 years of age and a resident of the United States.

(b) Contact Information. You agree to provide true, accurate, current and complete contact information about yourself, and maintain and promptly update your contact information to keep it true, accurate and complete. If you provide a cellular telephone number, you acknowledge and consent that we may call you on your cellular phone for business purposes, including collections calls.

(c) Online Access. You are responsible for maintaining the confidentiality of the password and account e-mail address used for online billing and account maintenance at directv.com, and are fully responsible for all activities that occur under your password and account. You agree to: (i) keep your e-mail address and password confidential and not share them with anyone else; (ii) immediately notify DIRECTV of any unauthorized use of your password and account or other breach of security and (iii) use only your e-mail address and password to log in to directv.com.

4. CHANGES IN CONTRACT TERMS

We reserve the right to change the terms and conditions on which we offer Service. If we make any such changes, we will send you a copy of your new Customer Agreement containing its effective date. You always have the right to cancel your Service, in whole or in part, at any time, and you may do so if you do not accept any such changed terms or conditions. See Sections 5(b), (d) and (e) below. If you elect not to cancel your Service after receiving a new Customer Agreement, your continued receipt of Service constitutes acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then we may cancel your Service as provided in Section 5, as we cannot offer Service to different customers on different terms, among other reasons.

5. CANCELLATION

(a) Term. The term of this Agreement is indefinite and Service will continue until canceled as provided herein. Unless you notify us that you wish to cancel it, we will automatically renew Service that you subscribe to on a periodic basis, including any monthly or annual subscriptions and seasonal sports subscriptions, as long as we continue to carry the Service.

(b) Your Cancellation. You may cancel Service by notifying us. You may be charged a deactivation fee as described in Section 2 and issued a credit as described below. Your notice is effective on the day we receive it. You will still be responsible for payment of all outstanding balances accrued through that effective date. In addition to any deactivation or change of service fees provided in Section 2, if you cancel Service or change your Service package, you may be subject to an early cancellation fee if you entered into a programming agreement with DIRECTV in connection with the Equipment Lease Agreement, and have failed to maintain the required programming package for the required period of time. For Services sold only in blocks of one month or multiples of one month, if you cancel such Service, we will credit you only for full months not used. For example, if you subscribe for a year of such Service from January through December but cancel on March 10, we will credit you for the subscription fees for April through December. However, we will not credit any fees for January through March. Additionally, we will not credit seasonal sports subscriptions after the season starts.

(c) Our Cancellation. We may cancel your Service at any time if you fail to pay amounts owing to us when due, subject to any grace periods, breach any other material provision of this Agreement, or act abusively towards our staff. In such case, you will still be responsible for payment of all outstanding balances accrued through that effective date, including the deactivation fee described in Section 2. In addition, we may cancel your Service if you elect not to accept any changed terms described to you, as provided in Section 4.

(d) Credit Balances. When your account is closed, we will review your account and refund any excess monetary payments. Unused portions of retention or similar credits will not be refunded. If your credit balance is less than $1.00 we will not issue you a refund unless you make a written request for the refund. If you do not make such a written request for the refund within one year of the close of your account, you forfeit any credit balance remaining on your account and your account balance will be reset to zero.

(e) Payment Upon Cancellation. You acknowledge that you have provided your credit or debit card account information to us. You understand that you will incur fees and charges as a result of your receipt and use of Service and/or Receiving Equipment, and may incur early cancellation fees and/or equipment non-return fees (as specified in any lease, programming or other service commitment agreement you entered into in connection with obtaining Receiving Equipment). By giving us your credit or debit card account information at any time, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation. You further acknowledge that you are required to maintain current credit or debit card information with us and agree to notify us whenever there is a change in such information, such as a change in the card number or the expiration date.

6. PERSONAL DATA

We collect Personally Identifiable Information about our customers ("Personal

Data"). The use and disclosure of this Personal Data is governed by our Privacy Policy and, to the extent not inconsistent with the Privacy Policy, by this Agreement. A copy of our Privacy Policy is available at directv.com. We will also send you a copy if you send your written request to this address: DIRECTV Privacy Policy, P.O. Box 6550, Greenwood Village, CO 80155-6550.

7. **DIRECTV® DVR SERVICE AND SOFTWARE LICENSE**

DIRECTV DVR Service is a separately sold service, at our rates in effect at the time, available to customers with DVR-enabled Receiving Equipment. DIRECTV DVR Service gives you the ability to see and record televised programs ("Third Party Content"). You understand that DIRECTV does not guarantee the access to or recording of any particular program, or the length of time any particular recorded program may remain available for your viewing. You also understand that Third Party Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparative provisions of foreign laws. You agree that DIRECTV will have no liability to you or anyone else who uses your DIRECTV DVR Service, with regard to any Third Party Content. DIRECTV may, at its discretion, from time to time change, add or remove features of the DIRECTV DVR Service, or change the service fee for DIRECTV DVR Service.

We generally use local telephone calls to provide the DIRECTV DVR Service. You are responsible for such telephone charges and acknowledge and agree that you shall be solely responsible for all disputes with any telephone company related to the same.

If you paid a "lifetime service fee," you will not be charged a fee for your DIRECTV DVR Service as long as you maintain television programming service from DIRECTV on the same account. If you disconnect your DIRECTV television programming service and later reconnect on the same account, your DIRECTV DVR Service will be reconnected and you will not be charged a fee for DIRECTV DVR Service.

The DIRECTV Receiving Equipment incorporates Software which is owned by DIRECTV or its third party licensors. Before using the Receiving Equipment or activating the DIRECTV DVR Service, please read the terms and conditions for use of the Software. If you do not agree to these terms you may not use the Receiving Equipment and may not activate the DIRECTV DVR Service and should immediately return the Receiving Equipment to DIRECTV or your supplier. These terms also apply to any modifications, updates or supplements to the Software provided to you. Below is a summary of the terms of the Software license. A complete text of the terms and conditions for use of the Software is located in the user manual and at directv.com.

(a) License Grant and Conditions. DIRECTV grants you a non-exclusive, non-transferable, limited license to use the Software solely in executable code form and solely as integrated with, incorporated into, and in conjunction with the Receiving Equipment. Certain third party Software used in connection with the Receiving Equipment may be made directly available to you by the providers thereof. DIRECTV reserves the right to modify, supplement, update and otherwise alter the Software via software download or other modification procedures, and these terms will apply to such Software as modified, supplemented, updated, and otherwise altered.

(b) License Restrictions. You may not copy, modify or transfer the Software, or any copy thereof, in whole or in part. You may not reverse engineer, disassemble, decompile or translate the Software, or otherwise attempt to derive the source code of the Software, except to the extent allowed under any applicable law. The Software may include some components that are covered by "free software" licenses, open source software, and other similar licenses (see rights which require such components to be used, modified and/or distributed only under the terms of such licenses.

(c) Ownership of Software and Assignment of Rights. The Software is licensed, not sold, to you for use only under the terms of this license agreement. DIRECTV is NOT transferring title or any ownership rights in the Software to you and DIRECTV and its suppliers reserve all rights not expressly granted to you. Except as stated above, this license agreement does not grant to you any intellectual property rights in the Software.

(d) Termination. These terms are effective until terminated. You may terminate these terms by returning the Receiving Equipment to DIRECTV or your supplier. These terms will terminate automatically without notice if you fail to comply with these terms or any other agreement between you and DIRECTV. Upon termination you must return the Receiving Equipment to DIRECTV or your supplier.

(e) Disclaimer. THE SOFTWARE IS TO THE EXTENT PERMITTED BY LAW SUPPLIED AS IS AND WITH ALL FAULTS. NEITHER DIRECTV NOR ANY OF ITS LICENSORS EXPRESSLY MAKES OR PASSES ON TO YOU ANY WARRANTY OR REPRESENTATION ON BEHALF OF DIRECTV OR ITS LICENSORS WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

(f) Limitation of Liability. IN NO EVENT WILL DIRECTV OR ITS LICENSORS BE LIABLE TO YOU WITH RESPECT TO THE SOFTWARE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGE (INCLUDING LOSS OF PROFITS, LOST SAVINGS, LOSS OF DATA OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES) ARISING OUT OF THE USE OR THE INABILITY TO USE THE SOFTWARE, EVEN IF DIRECTV OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to you.

(g) Additional Information. DIRECTV's licensors and suppliers shall be third party beneficiaries of these license terms, as applicable. Certain additional terms and information for the Software and certain third party software (including the text of licenses applicable to any free, open source and other similar software that may be included in the Software), may be found in the DIRECTV website located at www.directv.com, and the GNU website located at www.gnu.org.

(h) Third-Party Beneficiary. DIRECTV and you expressly acknowledge and agree that TiVo, Inc., a Delaware corporation with its principal place of business at 2160 Gold Street, Alviso, CA 95002, is an intended third-party beneficiary of this license agreement as it relates to TiVo software that may be contained in the Receiving Equipment. These license provisions are made expressly for the benefit of TiVo and are enforceable by TiVo in addition to DIRECTV.

8. **LIMITS ON OUR RESPONSIBILITY**

(a) Service Interruptions. Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God, power failure or any other cause beyond our reasonable control. However, because we value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your request, we will provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for such Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.

(b) Warranty Disclaimer. EXCEPT AS PROVIDED HEREIN, WE MAKE NO WARRANTY REGARDING ANY SERVICE OR YOUR RECEIVING EQUIPMENT, WHICH IS PROVIDED AS IS. ALL SUCH WARRANTIES, INCLUDING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE RECEIVING EQUIPMENT AND ARE RESPONSIBLE FOR THE ENTIRE COST OF ANY NECESSARY REPAIR.

(c) Limitations of Liability. WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE RECEIVING EQUIPMENT OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE, REGARDLESS OF THE CAUSE. OUR TOTAL LIABILITY FOR DAMAGES OR LOSSES TO YOU AND ANY OTHER PERSONS RECEIVING OUR SERVICE WILL IN NO EVENT EXCEED THE AMOUNT THAT YOU HAVE PAID TO US FOR THE SERVICE THAT YOU RECEIVED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. THIS ALLOCATION OF RISK IS REFLECTED IN OUR PRICES. You may have greater rights than described above under your state's laws. You should consult them.

(d) Warranty Services. You agree that this Agreement does not provide for, and the Service does not include, any warranty services or other services that we might provide separately, including, without limitation, any fee based or other programs.

9. **RESOLVING DISPUTES**

In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim relating to this Agreement, any addendum, or your Service (referred to as a "Claim") will be resolved as follows:

(a) Informal Resolution. We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims described in Section 9(b) below) for at least 60 days after one of us notifies the other of a Claim in writing. You will send your notice to the address on the first page of this Agreement, and we will send our notice to your billing address.

(b) Formal Resolution. Except as provided in Section 9(d), if we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration. The arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated (referred to as the "JAMS Rules") and under the rules set forth in this Agreement. If there is a conflict between JAMS Rules and the rules set forth in this Agreement, the rules set forth in this Agreement will govern. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law. If you decide to initiate arbitration, you agree to tell us in writing the amount that you would pay to file a lawsuit against us in the appropriate court of law in your state. Unless we agree to pay your fee for you, you only need to pay an arbitration initiation fee equal to such court filing fee, not to exceed $125, we agree to pay any additional fee or deposit required by JAMS to initiate your arbitration. We also agree to pay the costs of the arbitrator's proceeding. Other fees, such as attorney's fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. We waive any rights we may have under the Rules to seek attorneys fees and costs from you if we prevail in the arbitration. The arbitration will be held at a location in your hometown area unless you and we both agree to another location or telephonic arbitration. To start an arbitration, you or we must do the following things:

(1) Write a Demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.jamsadr.com.

(2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to:

JAMS
500 North State College Blvd., Suite 600
Orange, CA 92868
1-800-352-6267

(3) Send one copy of the demand for arbitration to the other party.

(c) Special Rules. (1) In the arbitration proceeding, the arbitrator has no authority to make errors of law, and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. (2) Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. Accordingly, you and we agree that the JAMS Class Action Procedures do not apply to our arbitration. If, however, the law of your state would find this agreement to dispense with class arbitration procedures unenforceable, then this entire Section 9 is unenforceable.

(d) Exceptions. Notwithstanding the foregoing: (i) any Claim listed on Section 10(b) above; and (ii) any dispute involving a violation of the Communications Act of 1934, 47 U.S.C. § 605, the Digital Millennium Copyright Act, 17 U.S.C. § 1201, the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 or any other statement or law governing theft of service, may be decided only by a court of competent jurisdiction. You may also assert an individual action in small claims court in lieu of arbitration.

10. MISCELLANEOUS

(a) Notice. Notices to you will be deemed given when personally delivered, addressed to you at your last known address and deposited in the U.S. Mail (which may include inclusion in your billing statement), or sent via Internet to the e-mail address you provided us or sent via satellite to your receiver or delivered when a voice message is left at the telephone number on your account. Your notices to us will be deemed given when we receive them at the address or telephone number on the first page of this Agreement.

(b) Applicable Law. The interpretation and enforcement of this Agreement shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the state and local area where Service is provided to you. This Agreement is subject to modification as required by such laws. Notwithstanding the foregoing, Section 9 shall be governed by the Federal Arbitration Act.

(c) Assignment of Account. We may assign your account or this Agreement and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of the party's assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise.

(d) Other. This Agreement and any device, activation, programming, or other service commitment Agreement that you entered into in connection with obtaining Receiving Equipment constitute our entire agreement. No salesperson or other representative is authorized to change it. If any provision is declared by a competent authority to be invalid that provision will be deleted or rectified to the extent necessary, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed.

THANK YOU.

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ORIGINAL FILED
AUG 31 2011
LOS ANGELES
SUPERIOR COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST

AMY IMBURGIA and KATHY GREINER,
individually and on behalf of all others similarly situated,

Plaintiff,

vs.

DIRECTV, Inc., a California Corporation; and DOES 1-100, inclusive,

Defendants.

Case No. BC398295
CLASS ACTION

PLAINTIFFS' OPPOSITION TO DEFENDANT'S MOTION TO DISMISS OR STAY PROCEEDINGS PENDING ARBITRATION AND TO COMPEL ARBITRATION

Date:	August 31, 2011
Time:	10:00 a.m.
Dept.:	324
Trial Date:	None
Action Filed:	September 17, 2008

* * *

2. DTV's Express Waiver in Court

On January 20, 2009, DTV filed a Motion to Stay pending the MDL proceedings. In its moving papers, DTV stated the following:

> "The Customer Agreement between DIRECTV and its customers provides that the customer's home state laws will govern the relationship ... ***DIRECTV has not sought and will not seek to arbitrate disputes with California customers.*** (Stevens Decl., Ex. F *[Reply in Support of DTV's Motion to Stay Pending the Conclusion of Federal Proceedings*, p. 5, line 20 – p. 7, line 13].) [emphasis added]

On March 23, 2009, at the hearing on DTV's Motion to Stay, the following stipulation occurred on the record between Counsel for DTV, Robyn Bladow, and the Court:

"MS. BLADOW: There really isn't an issue with respect to the class action waiver in this matter or in the federal matter as it relates to the California class rep or putative class representatives.

THE COURT: How do I know that? How do I know that you're not going to go there and try to enforce the class action waiver?

MS. BLADOW: I'm representing to your Honor that ***we will absolutely not try to enforce the class action waiver in that case.*** We have moved to compel arbitration already in that matter of the non-California plaintiffs and did not move to compel arbitration of the California plaintiffs. ***We would not move to compel arbitration of the plaintiffs in these matters, as well.*** [emphasis added]"

(Stevens Decl., Ex. G [Transcripts dated 3/23/2009, p. 7])

"THE COURT: ***Everything is predicated upon your representation that you're not going there to try to get the class action waiver. So I'm taking your representation that that is not going to happen, because that would be depriving California residents of rights given to them by California courts*** [emphasis added]"

(Stevens Decl., Ex. G [Transcripts dated 3/23/2009, p. 21])

After the Court denied DTV's Motion to Stay pending the MDL proceedings, Plaintiffs Greiner and Imburgia filed a First Amended Complaint ("FAC") on March 16, 2009. (Stevens Decl. at ¶¶ 22, 24.) After a series of motions, including DTV's demurrer to the complaint and Motion for Preliminary

Injunction, DTV filed an Answer to the FAC on February 16, 2010, again without any reservation of rights or affirmative defenses as to arbitration. (Stevens Decl. at ¶ 25; Stevens Decl., Ex. H.)

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